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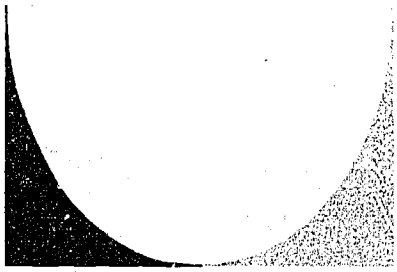
ABSTRACT

The Joint Committee on Higher Education had as its mandate in this particular instance to reconcile the differences of procedures and rights relating to professional negotiations or collective bargaining between faculties of the various institutions of higher education within the state of Washington, and to conclude the study of the Professional Negotiations Act for community colleges. Thus, the Joint Committee recommends that: (1) the boards of regents and trustees of state universities and colleges may in the exercise of their discretion adopt rules to authorize and govern collective bargaining between such state colleges and universities and their faculties after being requested to do so by a majority of members of their respective faculties; (2) the Community College Professional Negotiations Act should be amended by procedural changes to increase its workability; and (3) the decision to implement a state-wide salary schedule for community colleges should be deferred until the legislature makes a determination on the continued operations of the community college system under the Professional Negotiations Act. (Author/HS)





Washington State Legislature

JOINT COMMITTEE ON

HIGHER EDUCATION

# Collective Bargaining Professional Negotiations

State of Washington



# JOINT COMMITTEE ON HIGHER EDUCATION

J. ARNOLD BRICKER, Executive Secretary

January 8, 1973

Governor Daniel J. Evans and
Members of the 1973 Legislature:

Senate Resolution 71-112 directed the Joint Committee on Higher Education to review the procedures and practices of faculty bargaining and to explore possible modifications to the Community College Professional Negotiations Act.

These two issues, faculty collective bargaining and professional negotiations, received more attention from the Joint Committee than any other subject matter. Public hearings were held on four different occasions, and numerous contacts were made with representatives of all the interested parties. Two different surveys were conducted. Contacts were also made with other states and regional agencies with experience in the area of faculty collective bargaining.

This report presents two legislative recommendations:

1. The governing boards of the universities and state colleges may adopt rules for collective bargaining after being requested to do so by a majority of members of their respective faculties (S.B. 2158, H.B. 223); and
2. The Community College Professional Negotiations Act (RCW 28B.52) should be amended to increase its workability (S.B. 2153, H.B. 215).

Respectfully submitted,

Gordon Sandison

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Chairman

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COLLECTIVE BARGAINING/PROFESSIONAL NEGOTIATIONS

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## PURPOSE

The purpose of this report is to comply with Senate Resolution 71-112 which directed the Joint Committee on Higher Education to "...reconcile the differences of procedures and rights relating to professional negotiations or collective bargaining between faculties of the various insitutions of higher education within the state, and to conclude the study of the Professional Negotiations Act for community colleges..." (See 71-112, Appendix A). Also considered was House Resolution 72-43 which directed a study on "...the utility, feasibility, and benefit of instituting a state-wide salary schedule for community college employees..." (See HR 72-43, Appendix B).

## RECOMMENDATIONS

The Joint Committee on Higher Education recommends that:

1. *The boards of regents and trustees of state universities and colleges may in the exercise of their discretion adopt rules to authorize and govern collective bargaining between such state colleges and universities and their faculties after being requested to do so by a majority of members of their respective faculties (See Appendix C).*

2. *The Community College Professional Negotiations Act (RCW 28B.52) should be amended by procedural changes to increase its workability. The amendments proposed are:*

   a. *Authorizing trustees to delegate negotiations authority. (Appendix D.1, section 2)*

   b. *Exempting administrators from the faculty bargaining unit, but allowing them to organize for negotiations purposes. (Appendix D.1, section 1)*

   c. *Establishing State Board mediation and fact-finding activities. (Appendix D.1, section 3)*

   d. *Reducing those negotiations which there have been agreements to writing. (Appendix D.1, section 4)*

*e. Providing for the Department of Labor and Industries to conduct certification and elections processes. (Appendix D.1, section 5)*

*f. Exempting trustee strategy sessions from the Open Meetings Act. (Appendix D.2)*

*3. The decision to implement a state-wide salary schedule for community colleges should be deferred until the Legislature makes a determination on the continued operations of the community college system under the Professional Negotiations Act. Instituting a state-wide salary schedule would change substantially the scope of the Professional Negotiations Act, undoubtedly transferring negotiations from local governing boards to a state-wide system.*

BACKGROUND

In Washington State, the Public Employees Collective Bargaining Act specifically exempts teachers and academic personnel from its coverage. However, in 1965, the state legislature enacted legislation authorizing public school teachers to organize for the purpose of negotiations. To date, educators in over 90% of the state's school districts have organized and held elections to choose a bargaining representative. With the creation of the community college system in 1967, the common school teachers who became state employees as instructors in the community college system retained many of their former employee rights. Included among these was the right to negotiate. Consequently, the Professional Negotiations Act for community college faculty (28B.52RCW) is essentially the same act as that which applies to common school teachers (28A.72RCW). Faculty members of the state's private institutions of higher education come under the jurisdiction of the National Labor Relations Board; however, there is currently no state authorization allowing faculty members at the state's six public four-year colleges and universities to bargain collectively.

During the 1969 Legislative Session, several proposals were introduced to alter or replace the professional negotiations law as it related to the community college faculty. Chapter 283 of the 1969 1st Extraordinary Legislative Session directed the Joint Committee on Higher Education to study the advisability of continuing coverage of community college faculty under the Professional Negotiations Act.

The Joint Committee recommended to the 1971 session of the Legislature, with the consent of all interested parties because they could not reach agreement, that no change be made in the negotiations law at that time. The 1971 Legislative Session, through Senate Resolution 112, directed the Joint Committee on Higher Education to conclude its study of community college

negotiations, enlarge its study to include the state colleges and universities, and submit its recommendation to the 43rd Legislature in 1973.

Chapter 196, Laws of 1971, Extraordinary Session created a separate professional negotiations act for the community colleges, by essentially duplicating the provisions of the existing common school act in the higher education part of the code. (RCW 28B.52, Appendix E)

In recognition of the several years of operating experience under the Community College Professional Negotiations Act, and the Legislature's awareness of the differing opinions concerning changes to this Act, the Joint Committee authorized its study to be divided into two distinct phases: Phase I was to conclude the Community College Professional Negotiations Act review; Phase II to address the broader question of faculty collective bargaining procedures, with particular emphasis for the four-year institutions of higher education, where no statutory negotiations procedures exist.

In order to carry out the initial part of this directive, the Joint Committee created a special Task Force (see Appendix F) to consider negotiations at the community college level. This group was chaired by Senator Bruce Wilson, and included representatives of the community college trustees, presidents, and faculty associations, as well as representatives of the Council on Higher Education and the State Board for Community College Education, together with the chairman of the Public Employees Collective Bargaining Committee as a liaison member. The Task Force met eight times during 1971-72 and explored the issues and problems, and considered alternative solutions from over thirty representatives chosen by the trustees, presidents, and faculty organizatons. These deliberations were culminated by a public hearing June 19, 1972, when all interested parties were afforded the opportunity to present formal testimony. They were specifically requested to respond to a set of questions (see Appendix G). The Task Force chairman presented his report on this subject to the Joint Committee (see Part II, page 11).

The Joint Committee devoted a major portion of three additional meeting agendas to the subject of collective bargaining. For the most part, the discussions related generally to collective bargaining for faculties, but did include additional testimony on specific issues within the Community College Professional Negotiations Act. To facilitate clarification of the issues and identification of the varied concerns of the interested parties, the Joint Committee circulated to the interested parties in October, 1972, twenty legislative alternatives dealing with collective bargaining or Professional Negotiations Act changes. (See Appendix H) The conclusions are presented in the next section, Part I.

FINDINGS

## Part I: National Trends/The Local Scene

In the 37 years since the passage of the National Labor Relations Act granting legal recognition to labor unions in America, over one-third of this country's labor force has been organized. The NLRA specifically exempts employees of the various states from its jurisdiction; however, in the past decade 29 states have enacted public employee collective bargaining acts extending the rights of organization and bargaining to their employees.

In nine of these states, however, the legislation for public employees is not applicable to academic employees of state institutions of higher education. Of the twenty remaining states,[1] 19 include coverage of academic employees within a broad state employees' statute. Only Washington has a separate statute dealing strictly with academic employees' professional negotiations; and this statute applies only to community college faculty. Some of those states that include teachers and faculty members within the public employees' collective bargaining general enabling authority include specific "educational rights" provisions written into the statutes. Such provisions are an attempt to maintain the traditional academic involvement in educational policy development.

There is virtually no consistency as to limits, controls, or procedures in these statutes. Appendix I is a summary of eight states' Laws which have arbitrarily been chosen for examination because they either illustrate alternative approaches or contain specific provisions which the Legislature might wish to examine. While it is impossible to adequately summarize entire statutes, an attempt has been made to illustrate sections of particular interest, especially those dealing with the scope of negotiations. Complete texts of all of these statutes are available in the Joint Committee on Higher Education's office.

During the last several decades the organization of public school teachers has greatly increased. And more recently the organization of faculties of institutions of higher education has begun. In 1968, some 10,000 faculty members, most of whom were community college teachers, were involved in collective bargaining. At this time nationally at least ten percent of all institutions of post-secondary education have already embraced collective bargaining. The Education Commission of the States estimates that by the end of 1972 approximately 100,000 faculty members from four-year colleges and universities as

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[1] Alaska, California, Delaware, Hawaii, Maine, Massachusetts, Michigan, Minnesota, Nebraska, Nevada, New Jersey, New York, North Dakota, Oregon, Pennsylvania, Rhode Island, South Dakota, Vermont, Washington, and Wisconsin.

well as junior colleges will be covered by collective bargaining provisions.

The reasons for faculty organization and agitation for collective bargaining rights have many roots representing various faculty concerns. However, there are some general observations which can be made to explain causes for this movement.

The most obvious reason is concern on the part of faculty for salary and fringe benefits. During the past several years of inflation, rising costs combined with relatively stable salaries have caused the purchasing power of many educators to actually decrease. Collective bargaining is seen as one means of increasing faculty compensation.

Related to this economic condition is an increasing desire on the part of many -- particularly younger faculty -- for job security. The tight economy, an apparent oversupply of higher education instructors, and decreasing enrollments, have caused many faculty members to view collective bargaining as a means of developing protection against loss of employment.

Many faculty members feel a sense of powerlessness and alienation from their institutions given the perceived developing trend toward university governance by administrators, as well as the increasing demands on the part of public agencies for accountability.

Many professors are frustrated by apparent administrative control over institutional decision-making. In many cases, professors bring to this conflict a collegial view[2] of university

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[2]John Terrey, Who Shall Dispraise the Title of Leadership?, A speech given to the Northwest Association of Secondary and Higher Schools, Portland, Oregon, December 4, 1972.

"More than a reality the collegial model has been a dream. John Millett has most forcefully set forth this dream in his book The Academic Community. He wrote:

> I do not believe that the concept of hierarchy is a realistic representation of the interpersonal relationships which exist within a college or university. Nor do I believe that a structure of hierarchy is a desirable prescription for the organization of a college or university. . . .
> I would argue that there is another concept of organization just as valuable as a tool of analysis and even more useful as a generalized observation of group and interpersonal behavior. This is the concept of community. . . .

Professional associations argue that the collegial model is befitting professionals, viz. those whose authority is based on what they know and what they can do rather than on what position they hold. The organization is viewed as a 'company of equals'.

The fundamental point to be made about the collegial model is that it is not -- like the bureaucratic model -- a description of what is. It is rather a description of what ought to be."

decision-making based on the historical experience of Western European universities and a feeling of what is their right by virtue of their profession. Administrators, on the other hand, tend to disregard these criteria with concern in their view about the most efficient and effective means of decision-making. Beyond this, faculty members find themselves additionally frustrated by the further removal of decision-making beyond the university as it is taken on by external agencies. For example, in Washington State, the Legislature has set the number of contact hours for professors, tenure and sabbatical policies, percentage of salary adjustments, health care benefits limitation, etc., which are not then determined by discussions with the faculty, nor even negotiable. In addition, various state agencies such as the Office of Program Planning and Fiscal Management, the State Board for Community College Education, and the Council on Higher Education, have in the eyes of the faculty interferred with institutional decision-making.

Therefore, collective bargaining is both an agressive and a defensive posture on the part of faculty. It is viewed as a tactic or method to increase, or at least utilize, what power the faculty has had in the areas in which the faculty feels it rightfully should assert itself. The situation is made more complex by the fact that collective bargaining is used both for personal gain in the sense of salaries, fringe benefits, and job security and at the same time is also used as a method of professional expression to enhance input in decisions relating particularly to educational policy and the direction of the institution.

In statutory construction, practice has shown that it is relatively impossible to narrow the scope of negotiations to include simply one or the other of these two subject areas. It is generally accepted that faculty have a legitimate right to express their desires in terms of salaries and benefits, and collective bargaining procedures could be utilized to satisfy these considerations. However, questions remain whether legitimate faculty involvement in the determination of educational policy and institutional administrative direction are appropriate subjects for actual contractual bargaining. Conversely, "professional negotiations" type procedures are inadequate for bargaining over salaries and fringe benefits.[3]

The results of faculty bargaining provisions being instituted document that in almost every instance faculties tend to interpret the word "negotiation" as meaning reaching final

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[3]"Professional Negotiations" is assumed to imply cooperative discussion of matters of professional concern (educational policy etc.) and does not require agreement. "Collective Bargaining" implies conflict of interest and eventual compromise over terms of employment, the outcome of which is a written, binding agreement.

decisions. This is normally counter to the preambles of the statutes and the traditional higher education governance mottos of faculty senates, faculty advisory committees, etc.

Collective bargaining at institutions of higher education have prompted a change in faculty leadership which may not necessarily be conducive to promoting an organizational atmosphere beneficial to educational policy development or administration. This has been noted in some states where collective negotiations have been instituted.

A general result is a shift in both the governance role and faculty leadership. If there had been a "meet and confer" relationship (the traditional faculty senate model) between the administration and the faculties, this changed to one of "negotiation" once formal organization and resultant procedures were established. This affects matters other than economic conditions. Therefore, rather than having a moderate and normally senior faculty members, with faculty leadership which was concerned about stability and good working relationships, the faculty leadership turns to a more militant-type -- younger and without tenure -- which tends to promote an adversary atmosphere. Thereafter all negotiations, whether on economic or educational policy matters, are conducted in a formal, if not hostile, manner.

Some commentators (usually the apologists for the traditional higher education model) argue that educational quality is affected as dominant faculty leadership shifts from the senior members to the more agressive and numerically greater younger representative element among the faculty. There are no definitive answers as to what these effects are; some writers contend that there is a lack of continuity and lessening of traditional educational values. However, these contentions have not been substantiated.

The question most paramount in discussing the merits of instituting collective bargaining is: what changes for higher education will result? One national authority has summed it up by stating:

> "The power that is most frequently considered by the casual observer is, of course, the power of coercion. This is understandable. But there is always an alternate power, the power of persuasion.
>
> The power of persuasion is certainly not likely to emerge as the dominant element in negotiations unless and until the power of coercion has been squarely faced and bluntly countered. The only truly effective response to the existence of the power to coerce is the quiet, enduring, unwavering refusal to be coerced...
>
> The coming of collective bargaining allows for the

creation of a balance of power. It does not assure such a balance. This will occur only if each party brings its power to the table and, having brought it, uses it effectively."[4]

As the faculty attempt to formalize their roles, it prompts another group of academic community -- the students -- to re-examine their position. A recent statement in the Chronicle on Higher Education summed up this point by noting:

> "The student can parallel the rights of the faculty with those of the student. While faculty speak of faculty prerogatives, students' prerogatives must also be voiced. While faculty pursue better teaching conditions, students must pursue better learning conditions. While faculties seek faculty excellence, students must seek student excellence. Faculty conditions of employment can easily be equated with student conditions of enrollment. Faculty cherish academic freedom as to what to teach. Students must cherish academic freedom as to what to learn. The only legitimate means of achieving true academic freedom is the actual sharing of academic responsibilities."

Student views at the states' universities and colleges are explored in Part IV of this report.

Faculty organizational activity finds three national associations are vying for recognition as the employee representative at the state's campuses. The oldest of these organizations, the American Association of University Professors, has been the most recent to engage in collective bargaining. This organization has, for many years, been concerned with tenure and academic freedom and similar professional questions at the nation's institutions of higher learning. However, it was only at the organization's 1972 national convention that the AAUP formally adopted collective bargaining measures as a means of furthering its goals. The AAUP organizational strength is primarily concentrated at the state colleges and universities.

The National Education Association has been the professional organization for the common school teachers for many years, and has become involved in collective bargaining during the last decade. Recently, the NEA has started to direct efforts toward higher education as well, although these have largely been limited to junior/community colleges and the state colleges (formerly schools of teacher education) where the faculty members have either experience in or close ties with elementary and secondary teaching.

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[4]Howe, Ray A., Bargaining: Evolution, Not Revolution, College and Universities Business, December, 1972.

The American Federation of Teachers, an affiliate of the AFL-CIO, has also been organizing both common schools and higher education faculty and was the pioneering organization in advocating collective bargaining for educators.

All three of these organi[illegible] chapters in the community colleges, colleges, and [illegible] of this state. The only recognized bargaining [illegible]e at the community college level since just the community colleges have been authorized to negotiate with their faculties. As of 1972, the newly organized Whatcom Community College is the only school in the community college system which has not yet held a bargaining organization election. Of the other community colleges, three have affiliated with the Washington Federation of Teachers (AFT); fifteen are affiliated with the Association of Higher Education (NEA) or one of its affiliates; and two have chosen to remain independent and negotiate as a local organization. The aims and assumptions of these organizations, while hard to define, have been partially summarized by their answers to a set of questions addressed to them by the Joint Committee. Their responses can be seen in Appendix G.

Legislative alternatives were circulated by the Joint Committee on Higher Education during October, 1972. The alternatives dealt both with the subject of modifications to the Community College Professional Negotiations Act, as well as general collective bargaining procedures for higher education faculties. (See Appendix H)

This list of alternatives were developed on the basis of proposals submitted, both in bill form and as policy statements, from persons and organizations which presented testimony before the Joint Committee. These proposals were meant to be inclusive of the wide range of possible alternatives and were intended to assist the Joint Committee to focus on the alternatives with full knowledge of the relative positions of each of the interested groups. The alternatives received wide circulation, and went to persons and organizations who had expressed interest on this subject. Included was the Community College Trustees Association, the trustees and presidents of the four-year public institutions, the Community College Presidents' Association, the faculty organizations which represent community college faculties, the faculty senates or faculty councils of the four-year institutions, and to a lesser extent, student representative groups. (Although the students have expressed great interest about these issues, they have been able to generate only formal responses from two organizations. Their positions are discussed in Part IV, the Collective Bargaining chapter.)

There were five general categories of alternatives:

Category I: Comprehensive State-wide Faculty Bargaining Process

Category II: Public Employees Collective Bargaining Act -- Education Amendments

Category III: Substantive Policy Changes to the Community College Professional Negotiations Act

Category IV: Procedural Changes to the Community College Professional Negotiations Act

Category V: Other Alternatives

Based upon the survey, there are some conclusions which can be made:

1. On the major policy questions, there is no consensus among the trustees/administrations and faculty groups. This is equally true between the two and four-year responses.

2. In some areas, there is agreement as to the procedural problems within the negotiation processes; this is particularly true at the community college level.

Reference to individual alternatives is discussed in the respective chapters on Community College Professional Negotiations (Part II) and Collective Bargaining (Part IV).

The survey has been beneficial in assisting to bring together the interested parties at the community college level in working toward general agreements on some procedural modifications. At the four-year level, it's probably only been beneficial to the extent that it has clearly identified the wide difference of opinions that have existed up to the convening of the 1973 Legislature. Although, there appears to be developing some consensus by all the interested parties.

Observations of the effects after implementation of collective negotiations proceedings indicate that the initial philosophy or intent of the policy enacted is often lost in the process of negotiation. If this is true, then much more attention must be devoted to statutory restraints and administrative structure for implementing the negotiations proceedings than to "great debate" on the philosophical statements of intent.

## Part II: Professional Negotiations - Community Colleges

At the conclusion of the deliberations of the special Task Force for Professional Negotiations, Senator Bruce Wilson, Chairman, wrote a personal summation of the issues involved, which is reprinted below. The report is an excellent overview of the workings of professional negotiations[5] at the community college level.

As the report indicates, there are three basic questions confronting the Legislature. First, should faculties be afforded the opportunity to negotiate collectively? second, if so, what should be the scope of negotiations? and third, what are the administrative problems inherent in the negotiations processes? The latter category contains the myriad of important, but less than crucial issues; it is this group of issues, however, to which most of the dialogue is directed for the primary reason of non-agreement on the definition on scope of negotiation.

The Chairman's report on Professional Negotiations follows:

TO: Senator Gordon Sandison and Members of the Joint Committee on Higher Education

FROM: Senator Bruce Wilson, Chairman Task Force 112

SUBJECT: Professional Negotiations

June 15, 1972

The following comments are solely those of the chairman, who does not at all consider himself an authority in the field. They represent an effort to crystalize issues.

Our community colleges inherited the common schools' Professional Negotiations Act. This Act calls upon trustees to "meet, confer and negotiate" with academic employees on an almost unlimited range of issues. Whether the verb "negotiate" demands agreement is a question which has not been definitively answered, though the assumption among faculty, at least, is that it does, and most negotiations are based on this assumption.

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[5]In discussing community colleges the reference is made to "professional negotiations" since that is the title of the act under consideration. However, the definition of professional negotiations (see Footnote 3, page 6) generally used implies cooperative discussions on matters of professional concern, and most particularly educational policies. Collective bargaining implies the adversary system of management versus employees on the issues of employment and working conditions. It usually means a more formal process than professional negotiations, normally culminating in a contract or agreement. Obviously, what has evolved with the community college system, as well as in the common schools, under the so-called Professional Negotiations Act is in reality a collective bargaining process. Whether that was intended or not can be left to the rhetoric of the historians.

Among Washington's 22 community college districts, a wide variety of negotiation procedures and forms of agreement has resulted. [illegible] a highly-structured labor-management negotiations at Seattle Community College, resulting in detailed agreements covering many facets of college operation, to far milder discussions at smaller rural colleges, where a brief agreement may be limited largely to economic issues and the administration continues to make basic decisions with or without faculty consultation.

Among faculty, there is a great divergency of opinion. Some prefer the traditional university model, in which senates and committees influence policy through discussion and recommendation. But an increasing number of faculty members reject persuasion as inadequate. They feel their personal concerns and professional competencies justify a requirement for their approval of the direction the school is taking. They believe an adversary relationship must replace a "single family" concept considered out-moded, unresponsive to their needs, and too heavily weighted in favor of management.

Community college faculty members are far more concerned with the nature of their bargaining unit and negotiation procedures than with the Professional Negotiations Act itself, which in most respects satisfies them because virtually no areas are shielded from negotiation.

Community college presidents and trustees almost unanimously feel the act goes too far. Their position is that individually as well as collectively they are held responsible for the welfare and structure of their colleges, and yet are compelled, if their faculties are sufficiently determined, to secure faculty approval of every meaningful decision.

The basic question, therefore, is the scope of negotiation. Should it be curtailed or not, i.e., limited to economic matters and working conditions while reserving such areas as assignment practices, classroom loads, curriculum, and faculty evaluation procedures to the administration.

One must recognize instantly that seldom if ever has any working force surrendered benefits already obtained (except in exchange for something better). The possible futility of attempting to limit the areas of negotiation in so tightly-woven a structure as a community college is a very real factor. It can be persuasively argued that (a) when negotiators sit down, they may talk about anything regardless of what a law says, and (b) once faculty economic issues have been resolved, most of the money has been spent and the shape of many other decisions has been determined.

As an elementary example, assume negotiations are limited to salary. Faculty asks for a certain scale. Administration replies if that much is given, nothing will remain for faculty travel to professional conferences. So the travel budget, though outside the area of negotiations, has become negotiable. And if faculty wins its desired salary level plus a travel allowance, the money for travel may well have to come from a program the administration had desired to develop but now cannot.

A question which must be answered is CAN negotiations be limited. The next question is whether it would be desirable to limit negotiations. And the answer to this lies not in the effect on faculty (making them unhappy) or trustees (causing rejoicing) but rather in whether the community college system as a whole and in particular its students would or would not be better off with a limited negotiations act.

Aside from these questions, the Joint Committee may wish to concern itself with subordinate matters not covered or hazily covered in the present community college act. Some of these are as follows:

1. The faculty bargaining unit: It is a knotty question as to whether part time instructors should be included. Another gray area concerns sub-administrators (from presidential assistants to heads of departments): should they be fused with faculty, organize separately, or bargain individually? There may be a need for clarifying guidelines with respect to certification requirements for a bargaining unit. The question of whether membership becomes compulsory once a unit has received majority approval deserves attention. What is the relationship of faculty senates to bargaining units, and are both needed? In multi-campus districts, should each campus have its own bargaining unit?

2. Professional negotiations for management: Apparently the right of trustees to hire negotiating representatives needs clarification.

3. Grievance procedures: Should they be determined by law or through negotiation?

4. Impasse procedures: Presently, the state director of community colleges must respond to a request from either side by appointing an impasse advisory committee. There is some feeling that the director should have the authority to determine whether an impasse actually exists or whether local negotiations should continue. The make-up of the impasse committee has been questioned. There is debate as to whether the committee should not consider where the two parties started as well as where they had arrived at the time an impasse was declared. The state director's authority to pay expenses

of an impasse committee needs clarification. And what happens when an impasse committee fails to resolve a dispute? Presently, the only recourse is to the courts.

5. Should the law specify that negotiations must be conducted "in good faith".

6. Tenure vs. merit, a tricky proposition: Tenure specifically is not mentioned in the Professional Negotiations Act, but provided for as part of the community college statute, RCW 28B.50. Tenure is awarded after three years. This is a matter which does relate directly to the content of professional negotiations.

7. Statewide negotiations: Some witnesses felt they are inevitable. But whatever merits such a system may have must be weighed against a further erosion of autonomy on the part of the local districts, and of the concept that twenty-two experiments are better than a monolith.

So the Joint Committee faces a choice of several courses.

First, it may elect to do nothing with the present community college Professional Negotiations Act. During the first five years the state system has been in effect, the twenty-two districts have emerged from a total of presumably 110 negotiating sequences with only five impasses (including one strike). This argues the procedure was working. There was reason to contend that as participants become more familiar with the negotiating process and with each other, it would work even better. However, it should be noted that during the recent months there have been three additional impasses. Further, that the impasses which have occurred this year are the second impasses for the same institutions. Although the frequency number is small, it could suggest that once there has been an impasse situation at a district, it greatly increases the likelihood of a pattern of additional impasse situations. We, of course, do not know in these instances which are the principle factors, be it the organizational impact of the previous impasse or the personalities of the parties involved.

As opposed to the viewpoint of maintaining the present act, some feel that the act is vague or silent in many areas, and with faculty displaying increased militancy and a greater desire to join organizations designed to bargain aggressively, more detailed guidelines may be needed. Experience has proven that bargaining acts born of forethought and reflection work better than those rising from crisis.

As its second option, the Committee might wish to inject clarifications and detail into the existing law while retaining the present unlimited scope of negotiation.

Thirdly, clarification might be combined with an effort to define those areas requiring faculty consent and those demanding only that trustees "meet and confer";

Fourthly, the Committee might wish to scrap the entire concept of a separate community college negotiations act, seeking instead to provide a uniform bargaining procedure for all of higher education or, in coordination with other committees, one for all state employees.

In concluding, we might state that the increasing intensity of professional negotiations at the community college level is not entirely the evil thing that some presidents and trustees profess to see. It contains the potential for benefits to the system. Forceful negotiations compel management to examine and justify budgetary details as never before, and to plan more carefully for the future. As faculty become more aware of financial difficulties, the prospects of concerted lobbying efforts increase.

However, the viewpoints of the presidents and trustees cannot be overlooked. Trustees are concerned citizens, devoting much time without compensation to the business of running colleges. Most are genuinely interested in responding to the needs of students and their communities. But increasingly, they feel their hands are becoming tied as they engage in what seems to them to be endless argument in efforts to secure the concurrence of employees to decisions which they feel rightfully belong to them.

The question should be more frequently asked: to what extent does the present Professional Negotiations Act, or proposed modifications, serve or work adversely to the interests and concerns of the students for whom the colleges were created?

Professional negotiations conclusions and recommendations. There appears to be no doubt that it is the general will of the Legislature, as well as the desire of most parties, to provide formal mechanisms to allow faculty input on certain institutional decisions; and most particularly the decisions that would relate specifically to their role as faculty members.

The disagreement that centers around the scope of negotiations has not been resolved by a general [illegible] between the interested parties. The Joint Committee made the attempt to bring the parties together: first, informally through its Task Force; and then formally through public hearings.[6] There simply is a defensible difference of opinion on both sides. One group contends that negotiation on educational policies/administration is an infringement upon their management rights. The other group says that to be dealt with arbitrarily is to deny the inalienable rights granted to employees, both public and private, throughout this nation to be party to proceedings affecting their employment status. And further, that through these processes of negotiations on policy, and the policies themselves will be better. The way in which the negotiations processes has functioned can lend credence campus by campus to the defense of both of these positions.

The Joint Committee has found that the fundamental policy differences pertaining to the definition of scope of negotiations cannot be settled with any degree of accord. Further, there is not sufficient evidence to indicate that either party is completely right or completely wrong in its perspective. Therefore, the Joint Committee's action, and its recommendation to the Legislature, are not to change the scope of negotiations nor substantially amend the Community College Professional Negotiations Act. The fact that the community college system, under the Professional Negotiations Act, has functioned for six years with ten impasses[7] (including a one-day strike) is an indication that it is functioning, although possibly not as harmoniously in some areas as people would desire.

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[6]To document this difference of opinion on the scope of negotiations, refer to Appendix G. These questions were presented in advance to all representatives who were to testify before the Joint Committee on the subject of the community college professional negotiations act. Also included in Appendix G is a summary of the respective responses. For example, an examination of questions number 11 through 17, which deal with the scope of negotiations issues, notes a wide difference of opinion between the faculty organizations and the trustees/presidents. The complete responses to these questions are in the Joint Committee's files.

[7]Appendix K is the chronology of significant events from 1969 to January 1, 1973, throughout the history of the Professional Negotiations Act. There have been ten impasses, with one still not settled. There is another probable impasse which may be called in the near future.

The Joint Committee therefore turned its attention to the procedural problems which most of the parties have agreed could be modified thereby increasing the workability of the Professional Negotiations Act without making a substantive issue change. The procedural issues identified were discussed for over a year and a half, culminating in six specific recommendations, which representatives of the parties agreed to in substance.

The recommendations and the rationale behind each are as follows:

1. Delegation of Negotiation Authority

RCW 28B.52.030 grants the employee organization the right to "...meet, confer and negotiate with the board of trustees of the community college district or committee thereof..." Because of this language construction, the Office of the Attorney General has ruled[8] that the boards of trustees cannot delegate the negotiations authority, and at least a committee of the trustees must be involved in all negotiation facets with the employee organization. This can and has for some community college districts become quite time-consuming. Furthermore, the employees have by organizational necessity elected or delegated representatives to negotiate for them.

The local trustees are in a very difficult position. Negotiations require a tremendous amount of time, in addition to their other statutorily directed governing responsibilities. As one example, Bellevue Community College's 1972 negotiations commenced April 4, and reached agreements on August 1, 1972. These negotiations sessions required twenty meetings representing 64 hours of formal negotiations involving the trustees. This was in addition to other trustee governing responsibilities.

Some have assumed that local trustees have the power to negotiate fully on all matters. The trustees feel constrained by limits imposed by the Legislature, the State Board, and various state agencies. Because of their authority to enter into agreements is not well defined cautiousness on the part of the trustees is often interpreted by the faculty organizations as lack of willingness to negotiate or lack of good faith. The recent legislatively appropriated 3% salary adjustment controversy at several community colleges is a good example of local trustee difficulty.

Negotiations proceedings between faculty organizations and trustees have been compounded by actions of the Legislature and other State agencies. Some of these issues are addressed in an

[8]AGO, 1972, No. 17

Attorney General opinion[9] as to whether the Legislature can, by proviso in an appropriation act, set limitations upon the uses of non-appropriated funds for certain purposes. The answer was in the negative. This question also extended to the legislative proviso of appropriating $15.00 per state employee for health benefits whereas some community colleges negotiated payments up to the full statutory limit of $20.00. Again the Attorney General held that the proviso was not binding on non-appropriated funds.

All parties agreed that the interpretation of the statutes prohibiting the trustees to delegate negotiations authority is not what was intended, and that it would serve no useful purpose to overly burden the trustees in carrying out all negotiations functions. Therefore, the Joint Committee recommends that the trustees be afforded the opportunity to hire professional negotiators, or to designate that responsibility to an administrative representative of the community college district. (See Appendix D, section 2.) A further recommendation (Appendix D, section 4) mandates that the final negotiations agreements must be ratified by the board at a regular or special meeting.

2. Exempting Administrators from the Bargaining Unit

During the discussions with faculty representatives, presidents, and trustees, all parties referred to desires of administrators on the subject of professional negotiations. RCW 28B.52.020 defines

> "Academic employee means any teacher, counselor, librarian, or department head, division head, or administrator, who is employed by any community college district, with the exception of the chief administrative officer of each community college district."

Presidents complained that some of their chief administrative officers, such as vice-presidents for business or for academic programs, who have responsibilities to advise the president or the board, or who may also have responsibilities to hire, fire, or otherwise discipline faculty members, were hindered in doing such by being members of the faculty bargaining unit. Conversely, some faculty representatives expressed, but not unanimously, that the inclusion of second and third echelon level administrators who have no teaching responsibilities within their bargaining unit distorted the purpose and homogenity of that unit.

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[9]AGO, dated May 12, 1972, addressed to Representative King Lysen, signed by Deputy Attorney General Philip H. Austin.

The Joint Committee wished to become informed on the administrators' point of view, and recognizing the difficulty in selecting a representative group of administrators who could accurately reflect the points of view of their colleagues, initiated a questionnaire which surveyed five administrator types by titles which are generally found within each of the community college districts. (The complete report is attached as Appendix J.)

The questionnaire was sent to the following administrative classifications: dean of instruction; dean of students; dean of occupational education; business manager; and library director.

From the questions posed to administrators, two significant conclusions have appeared.

First, 89% of the administrators favored some limit in the scope of negotiations; however, there was no clear consensus as to the extent of such limitation. This overwhelming response would tend to substantiate the view that the second level administrators, and possibly the third echelon also, strongly identify with the "administration" rather than the prevailing faculty views. Furthermore, as noted in the analysis by type of position responding, a significant number of those who did not see a need for limiting the scope of negotiations were librarians; eliminating librarian responses from the answer, the percentage would then increase to 96%.

Second, 79% of the administrators feel that they should not be a part of the faculty bargaining unit. It is important to note, however, that the opinions vary concerning what mechanism administrators should be afforded for expressing their views (See Appendix J, Questions A1, B3, and B5.)

In consideration of the survey, as well as the opinions of the faculty organizations and the trustees/presidents, the Joint Committee recommends that administrators be exempted from membership in faculty bargaining units, although they should be afforded the opportunity, if they so desire, to organize for the purposes of negotiating their interests with the governing boards. (See Appendix D, section 1.)

The definition of who is an administrator is not uniform throughout the community college system. Therefore, there should be flexibility within the definition to allow local community college districts to decide that issue in concert with their respective organizations and administrative practices. For example, in some districts, a department head may have clear administrative management responsibilities such as the hiring, firing, and disciplining of faculty members within his department. In other districts, the department chairman may be a coordinator of faculty educational and administrative responses and not actively participate in personnel policy decisions.

Some persons suggested that the language be tightened (see Appendix D, section 2, line 25) to insert the word "and" rather than "or" so that it would read as follows:

> "Administrator" means any person employed either full or part time by the community college district and who performs administrative functions as at least fifty percent or more of his assignments, ((~~or~~)) and has responsibilities to hire, dismiss, or discipline other academic employees.

Although there is merit in that proposition it would present difficulties for some districts. For example, there are situations where a book store manager is not in the classified employees system ( under the jurisdiction of the Higher Education Personnel Board), and does not hire, fire, or discipline other professionals, but clearly has no teaching responsibilities. His interests would not be akin to those of the faculty, and he should be allowed to be a member of the administrators' bargaining unit. The word "or" therefore does add a degree of flexibility while not prohibiting the governing board and faculty association from deciding that on a certain campus the definition of administrator should be both sets of criteria, i.e., reading "or" as if it were "and".

3. Mediation and Fact-finding Activities

The impasse procedures established by RCW 28B.52.060 leave unanswered some significant procedural questions. For example, an examination of Section 5, Appendix E, indicates that either the employee organization or the board of trustees may request "...the assistance and advice of a committee composed of educators and community college district trustees..." It further says "...any recommendations of the committee shall be advisory only and not binding upon...(the parties)"

The chronology of events under the Professional Negotiations Act (see Appendix K) indicates that there have been ten impasses to date. Some of the persons involved felt that many of the impasses dealt with fact-finding issues, and not clear and distinctly differing positions on the part of one party or another.

What is the function and purpose of the impasse committee is a question that continually arises. The law presently says that impasse committee recommendations, if it chooses to make any, are not binding. In practice, the impasse committees have performed more of a fact-finding service than one of either mediation or arbitration. The impasse committees' responsibilities and functions are not identified.

Because the convening of the impasse committee is based upon formal procedures, i.e., the request in writing by one or another party, there has not been up to this time the

opportunity for the State Board, as an interested party, to intervene short of a formal request to do so. The proposal (see Appendix D, section 3, page 2, lines 22-26) to allow the State Board, through its director, to perform mediation and fact-finding activities might provide a degree of flexibility not currently available, and which may lead to re-establishing meaningful negotiation processes. This could avoid the formal impasse proceedings in instances where there had been misunderstandings due to different interpretations of the other party's positions, or of the simple clarification of data and information on an impartial and objective basis. Mediation and fact-finding activities recommended by the Joint Committee would be permissive only, for unless both parties agreed, the state director could not obviously insert the influence of his office. This proposal then is seen as an informal device short of formal impasse proceedings to clarify the issues, possibly alleviate personality differences, or avoid semantic interpretations. Adding fact-finding and mediation activities may also clarify the impasse role to be clearly that of impasse determinations and not of fact-finding, as has been the case in many instances to date. The proposed mediation and fact-finding activities would not necessarily have to precede the impasse proceedings. It could, upon agreement of the parties, follow an impasse to assist in the successful completion of the negotiation processes.

One question that has arisen is the composition of the impasse committee. The Office of the Attorney General has advised the State Board that because the words "educators" and "trustees" are plural it therefore means there must be at least two each. Each impasse committee convened to date has included five members. Depending upon the role and function of the impasse committee, five members may be unnecessarily large and costly, or may not contain the desired representation. To provide flexibility the Joint Committee recommends that the reference to specific membership be deleted, leaving that to be an item determined by the State Board director after consultation with the interested parties. (See Appendix D, section 3, page 2, line 33.)

The Joint Committee further recommends that the reference to the impasse committee "...shall make a written report within twenty calendar days..." be deleted by inserting "may" for "shall". This recommendation recognizes that in many cases the impasse committee has accomplished its purpose well before the end of twenty days, and the parties may have gotten together and already completed negotiations. The desirability of having a written report should be left to the impasse committee after it has discussed the issues with the respective parties.

4. Written Agreements

One of the sensitive issues examined has been that of contracts, particularly the so-called "master contract" proposed by some faculty organizations. The idea of master contracts does

substantially change the scope of the negotiations within the Professional Negotiations Act, and therefore, the Joint Committee has not taken a position on that question.

Conversely, paramount within collective bargaining theory has been the recognition that one of the elements of negotiations is to reduce agreements to writing. The Joint Committee suggests that this provision be added to the Act. (See Appendix D, section 4.)

Both the trustees' association and the association of community college presidents, express some concern that providing for written agreements may therefore imply that the negotiation processes must result in agreements. The language proposed, as drafted by the Office of the Attorney General, clearly states that "...only those issues to which the parties have reached agreement shall be reduced to writing..." To further reiterate that this recommendation is not intended to change the scope of negotiations, the Joint Committee will request that while this proposed modification is being considered a question and answer is placed in the House and Senate journals to indiciate legislative intent on this point.

5. Elections and Certifications

Many of the procedural functions surrounding negotiation processes are administrative in nature, which can take the time and effort of the trustees, and are not necessarily an integral part of the negotiation process itself. Further, the involvement of the trustees in these processes at times could aversely effect their objectivity later during negotiation proceedings. Several community college districts have requested the services of the Department of Labor and Industries in providing the administrative overview of the certification processes for faculty organizations. The Joint Committee recommends that this authority be clearly set forth in the statutes. Besides making such authority possible, the attention directed to that matter will influence other boards of trustees to exclude themselves from administrative functions which could be effectively and efficiently carried out by existing state agency apparatus, and lessen the burden on the trustees in at least this one area. (See Appendix D, section 5.)

6. The Exemptions from the Open Meetings Act

There are two distinct questions resulting from the Open Meetings Act's provisions as it pertains to Professional Negotiations. The first is that without the ability to delegate administrative negotiation authority (Recommendation #1) the Open Meetings Act mandates all sessions or meetings of the trustees be conducted in public. Therefore, the trustees, unlike the faculty associations, cannot even meet privately to plan negotiation strategy sessions.

The second question is whether the negotiations should be exempt from the Open Meetings Act. There were differences of opinion as to whether negotiating in public between the trustees and the faculty organizations would or would not inhibit negotiations. The pervasive argument seems to be that if the negotiations are held in public, it may force the parties to take more of an adversary position on every issue for fear that they may not be able to work out compromises. With the ability of the trustees to delegate some of the negotiations responsibilities, this lessens the need for exempting the entire negotiation processes from the Open Meetings Act.

Therefore, the Joint Committee recommends that only strategy sessions be exempted, and that any formal meetings between the board and the faculty representatives be held in public, particularly the sessions in which the board would ratify, or take action on those items to which the negotiators had reached agreements. No organization opposed that recommendation. (See Appendix D.2.)[10]

There are other professional negotiation issues within the Act which need to be recognized, although the Joint Committee is not proposing legislative solutions.

The question of scope of negotiations has been attacked from many directions. As noted previously, the two direct opposing positions have been to limit the scope of negotiations to economic matters (proposed by the community college trustees and presidents) or to extend the negotiations processes to every matter of interest to the faculty by requiring their formal involvement in all internal administrative proceedings (faculty associations).

There have been other approaches to the question of clarifying the scope of negotiations. One much discussed idea has been to repeal both the school district and the community college professional negotiations acts and transfer these negotiations proceedings provisions to the Public Employees Collective Bargaining Act. The major changes would be to provide more specific details as to the administrative processes of the negotiations, and subject jurisdiction of such processes to the Department of Labor and Industries. It could apparently also change the scope of negotiations.

In an opinion addressed to the chairman of the Employees Collective Bargaining Committee, the Office of the Attorney

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[10] It was necessary to introduce a separate bill to present this recommendation because the amendment to the Opening Meeting Act speaks to a different section of the statutes (Title 42.30 RCW).

General stated that the certified school district employees' Professional Negotiations Act (RCW 28A.72.030 -- which has identical provisions to the Community College Professional Negotiations Act, RCW 28B.52.030) and State Public Employees Collective Bargaining Act's provisions (RCW 41.56.030) that:

> "We do not believe that these two acts are wholly coexistent..This answer is based, first, upon the open-ended aspects of RCW 28A.72.030...this statute gives these employees a voice in the management of school district affairs which is beyond the traditional scope of the employer-employee collective bargaining, under a statute such as Chapter 41.56 RCW."[11]

For an excellent comparative analysis between the Professional Negotiations Act versus the Public Employees Collective Bargaining Act, refer to a report by Assistant Attorney General Robert E. Patterson to the Joint Committee on Education dated June 8, 1972.

A question which has arisen is whether different employee organizations elected by academic employees at two separate campuses within one community college district can be recognized for the purposes of negotiation. The Attorney General, in an informal opinion, answered in the negative.[12] This has been an issue at several community college districts throughout the state, most significantly at community college district No. 5 comprising the two distinct community colleges of Edmonds and Everett. (Everett is one of the two campuses in the state which has a faculty association which is not affiliated with a national organization. The Edmonds faculty, on the other hand, does belong to a nationally affiliated organization.) Another location where the question has arisen is District No.12, comprising Centralia Community College and Olympia Vocational Technical Institute.

This is an issue which was contained within the Joint Committee's survey of alternatives (see Alternative No. 15, Appendix H). There was not significant interest in extending the authority of separate campuses to negotiate directly with the boards of trustees and, therefore, the Joint Committee did not act upon that request.

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[11] AGO, March 30, 1972, written to Representative Richard A. King, Chairman, Public Employees Collective Bargaining Committee, signed by Deputy Attorney General Philip H. Austin.

[12] Memo dated November 10, 1971 to Centralia Community College signed by Assistant Attorney General Thomas L. Anderson. This subject was further addressed in AGO 65-66, No. 42, dated September 28, 1965.

Another question addressed in several Attorney General informal opinions is the matter of academic personnel voting eligibility; more specifically, the right of part-time employees to be extended the same voting privileges as full-time employees. This has also been the question which has been examined by the Joint Committee (see Appendix H, Alternative No. 12). Trustees/administrators favored statutory definitions of part-time faculty while faculty organizations were opposed, with the conclusion by the Joint Committee that this is a matter which should be left to the discretion of the negotiations processes within each local district. The key theoretical determinant in such matters normally has been identification of which employees have a "sufficient community of interest" to be included in or to constitute a given bargaining unit.

Students also are beginning to express interest in professional negotiations at the community college level. It is difficult to determine how students might be involved in the negotiations processes. Students may well have legitimate input to policy decisions in the "professional negotiations" area, but how to program student involvement in the "collective bargaining" arena of salaries and fringe benefits for faculty members meets with hostility, and is a most complex problem. At present the community college impasse committee invites students from outside campus to sit with the committee. Students also participate at the administrative preliminary level before discussions reach the formal negotiations stage; however, students are at present not involved in negotiations at the board of trustee level.

In conclusion, it should be reinforced that all of the changes proposed to the Professional Negotiations Act are intended to increase the workability of the Act -- without modifying the scope of negotiations -- by making the act more functionable, particularly eliminating the over-involvement of trustees in the negotiation processes.

The general conclusions drawn by the Joint Committee on Higher Education are based somewhat on the answers to the legislative alternatives (Appendix H) summary but more particularly on answers and testimony before the Joint Committee.

Given the history and experience of the Community College Professional Negotiation Act, there have been two gradual but significant developments. The first is that generally there has been an adversary atmosphere permeating the community college system which is either directly or indirectly related to professional negotiations. There are some exceptions in certain community college districts where the traditional higher education

model of shared authority without reliance on formal procedures still exists. But for the most part, this is not true. There is not agreement whether this adversary atmosphere is beneficial or not, either in the short or long run, to the community college system. Secondly the issue on which all parties do agree is that the role of the trustee in the negotiation processes has become crucial. If it is important to protect the concept of local governing boards for community colleges, then relief must be granted to the trustees if the system is to remain viable.

The Professional Negotiations Act was written to facilitate discussion and not to accommodate actual collective bargaining procedures; however, the increasing trend of employee organizations to view the process in terms of collective bargaining, and act accordingly, has caused strains which the Act's provisions are attempting to handle.

## Part III: State-wide Salary Schedule - Community Colleges

House Resolution 72-43 directed the Joint Committee on Higher Education, with the cooperation of the Legislative Budget Committee, the State Board for Community College Education, the Office of Program Planning and Fiscal Management, and the Council on Higher Education, to conduct a study on "the utility, feasibility, and benefit of instituting a state-wide salary schedule for community college employees..." (see Appendix B).

It was agreed that the State Board for Community College Education would submit to the Joint Committee on Higher Education, and for use by the Legislative Budget Committee, an analysis of the policy and administrative issues involved in instituting a state-wide salary schedule, as well as indications of experiences found in other states with a similar community college system. Following is that report:

### Statewide Salary Schedule -- Community Colleges
### State Board for Community College Education, December, 1972

The question of the advisability of establishing a statewide salary schedule for the professional staff members of the community college system is particularly complex both because of the traditional autonomy government has granted educational institutions in this regard and because removal of local responsibility for selling salaries runs counter to established legal rights of employee groups.

There is little question about the possibility of establishing such a procedure. A number of other states currently employ a common salary schedule for their community colleges. Alabama, Hawaii, Minnesota, and Tennessee have statewide schedules based upon academic preparation and experience, like most Washington community colleges. Connecticut, Massachusetts, and Virginia have common schedules based upon faculty rank. Unfortunately, little is presently known about the actual operations and effect of these statewide schedules. In addition, the application of such knowledge to Washington would have to be conditioned by the degree to which other states are similar to Washington, particularly with respect to the funding base.

One such state that is somewhat comparable is Minnesota. It has an eighteen-college system that is state funded to essentially the same degree as Washington's system. However, the Minnesota system does not have local boards of trustees or, of course, local salary negotiations. The single salary schedule is established by the State Board for Junior Colleges and implemented by the Chancellor. Collective bargaining has not been possible in the past and a recent negotiations act is only now being implemented.

The Minnesota schedule of 1971-72 included the following ranges:

| | |
|---|---|
| Bachelor's Degree | $6,95[illegible] - $13,102 |
| Master's Degree | $8,29[illegible] - $15,009 |
| Six Years Preparation | $8,767 - $15,683 |

Each range contains twelve steps or increments. By way of contrast, the 1971-72 salary schedule for Tacoma Community College (the institution with the highest average salary in the system) included the following ranges:

| | |
|---|---|
| Bachelor's Degree | $6,750 - $11,475 |
| Master's Degree | $7,500 - $12,750 |
| Master's Degree plus 247 quarter credits of study | $8,250 - $13,500 |
| Master's Degree plus 270 quarter credits of study | $9,000 - $14,250 |
| Doctor's Degree | $9,750 - $15,000 |

Each range contains eleven steps or increments.

The Minnesota systemwide average salary for 1971-72 for faculty members on a nine-month contract was $12,706 for 881 faculty members, compared to $12,330 for 1996 individuals in Washington. In addition, the institutional average salaries for the two states were as follows:

| | Minnesota | Washington |
|---|---|---|
| Highest Institutional Average Salary | $14,157 | $13,367 |
| Lowest Institutional Average Salary | $11,122 | $11,115 |
| Difference | $ 3,035 | $ 2,252 |

This comparison shows that despite a single salary schedule, no negotiated settlements, and a fewer number of employees and colleges, the Minnesota average salary was higher, the schedule in effect was higher, and there was greater variability among the institutions in average salary. These differences are, of course, the result of renumerating people on the basis of preparation and experience. They nonetheless demonstrate that a central salary setting authority might not achieve the results commonly suggested by advocates of such a system.

The following comments are an attempt to summarize some, but by no means all, of the commonly heard arguments about a central salary setting authority for the Washington community college system. Hopefully they will place the question in an appropriate context from the perspective of both employee and management as well as from the campus level and system level.

## Arguments in Favor of a Central Salary Setting Authority

Perhaps the most commonly heard argument in favor of a central salary setting authority is that it would result in fiscal economies because it would eliminate the whipsawing effect on local salary settlements. It also is assumed that salary administration would be more equitable among faculty members from the various colleges because a common set of salary administration practices could be applied to the individuals regardless of their institutional affiliations. Furthermore, because some employee benefits are based on salary levels (retirement plan contributions, for example) uniform salary practices would result in more equitable fringe benefit administration.

Another argument in favor of a central authority is that uniform application of legislative directives, general salary increases, federal regulations, or any other economic contingency could be accomplished, thereby ensuring that the intent of such measures would be implemented without exception.

Other economies envisioned by advocates of a central authority relate to the elimination of costly and burdensome local negotiations, some of which require mediation, arbitration, or legal actions which in turn have a fiscal impact.

Still another line of argument proposes that when relieved of the problems attendant to salary administration and negotiations, the college trustees, administrators, and faculty could devote their entire energies to better management, improved service, and more effective teaching -- all to the benefit of the local community.

Additional arguments relate to administrative convenience and greater predictability of future funding requirements. There certainly would be a better ability to coordinate salary levels with potential changes in non-salary benefits like retirement and insurance premium payments, which are administered at the system or state level.

In general these arguments suggest that centralized salary administration and/or determination would contribute to more effective fiscal management and consistency, while assuring greater equity among the institutions and individuals involved.

## Arguments Against a Central Salary Setting Authority

The most common argument against a central salary setting authority for the professional staff is that such action is inconsistent with the concepts of local control and responsiveness to local educational needs inherent in community college traditions and statutes. It is argued that without this local orientation, the two-year college cannot carry out its mission as the "people's college" and without authority to regulate the major budget expenditure item, the concept of local control (and hence responsiveness) is merely an empty promise. These conditions would make it difficult to interest the most able individuals in serving as college trustees and would diminish the possibility of attracting and retaining the most competent instructors and administrators.

To some degree the validity of most of the arguments against a central salary authority is contingent upon the scope of the agency directed to perform such activity. If the agency's powers were limited to the establishment of a salary schedule or some other system of salary ranges within which local authorities must operate, much of the force of these arguments is diminished. That is, retention of local salary administration (as opposed to determination) would preserve a significant role for institutional officials and trustees. On the other hand, complete removal of such prerogatives would be viewed as detrimental by trustees, administrators, and faculty alike.

One of the major negative arguments is that a salary authority divorced from the institution could not be sufficiently sensitive to the unique problems of any given campus and, therefore, could not respond appropriately. In a similar manner it would be impossible or at least very difficult to establish any effective system of incentive pay and the result would be a dual loss of institutional and individual vitality and creativity.

A third argument relates to the technical problems in establishing a salary rationale that would be applicable to a statewide system of geographically dispersed campuses having greatly varying stages of development and that serve dissimilar areas having unique educational needs. Therefore, an approach that took these factors into consideration would most likely produce salary practices basically unchanged over the current situation. On the other hand, an approach that was oblivious to such factors would render the colleges relatively ineffective as major community-centered agencies.

The technical problem is further compounded by the lack of a tested and effective basic rationale for determining appropriate salary levels similar to the "prevailing wage" theory upon which civil service job classes are matched with similar positions in the private and federal government sectors for salary comparison. No parallel exists for community college education, except in the K-12 school system, and it would surely be eliminated as a possibility because it not only is locally controlled and subject to negotiated salary settlements, it also has local taxing authority as a source of revenue to be applied to such settlements. "Benchmark" positions against which faculty salaries could be evaluated do not exist for the most part and as a result salary setting by a central agency would neither be more scientic nor more equitable. Indeed, this procedure would probably only ensure that the guesses and the errors would be applied consistently, with little regard for local variations that might be desirable. Conversely, if local or regional differentials were adequately taken into consideration, the net results might differ little from those produced by the current set of practices.

Finally, it must be recognized that removal of salary determination and/or administration authority from the campus level involves withdrawing the right to bargain collectively currently available to local employee groups. Assuming that system level bargaining would be substituted, the result would be a coalition of employee organizations with much less territory to cover but with greater resources at its disposal. At the very least, it would be a powerful force with which to contend.

After reviewing the report, the Joint Committee deferred action on the question of the desirability and feasibility of instituting a state-wide salary schedule for the reason that it would substantially alter the operational procedures now in effect under the provisions of the Community College Professional Negotiations Act.

Given the assumption that the State Board would have the responsibility for developing a uniform state-wide salary schedule, then an immediate probable impact would be a transferring from local jurisdictions to the State Board negotiations at that level for salary benefits. This could eventually render the local boards relatively meaningless in the decision-making process.

## Part IV: Collective Bargaining - Four-year Institutions

There are several fundamental questions which the Joint Committee on Higher Education explored while examining the reasons and need for establishing a collective bargaining procedures for the faculties of our four-year institutions of higher education. These questions can be divided between policy implications and legal status. In the former, the questions are: who wants collective bargaining; what would be the procedures; and what results for higher education could be expected when collective bargaining processes are instituted? Also, what is the current legal status pertaining to collective bargaining processes at the four-year institutions?

The basic legal question will be covered first. As noted in the Introduction to this report the four-year institutions of higher education do not have clear statutory authority to conduct any or a portion of their affairs via the formal collective bargaining framework. Title 28B.RCW grants general rule-making authority to the regents and trustees of our universities and state colleges. However, the institutions have been advised by their respective attorneys general that the four-year institutions do not have clear statutory authority to implement formal collective bargaining processes. The reasoning stems from the long standing principle that general rule making authorities become limited when there are subsequent legislative enactments dealing with a particular subject matter. In this case professional negotiations and collective bargaining procedures for state employees are addressed in two specific instances, i.e., the Public Employees Collective Bargaining Act, which is applicable to state agencies and the Professional Negotiations Act for Community College Faculty.

One letter stated:

> "...since no statute currently exists granting to the trustees the authority to recognize one employee organization to the exclusion of any other, it cannot be compelled to exercise such recognition. Of course, every faculty member has a constitutionally protected right to associate with and thereby join a union or employee organization. These employees, either individually or through their organizations, of course have every right to attempt to negotiate or engage in collective bargaining on behalf of themselves or others similarly situated..."[13]

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[13] Letter, dated May 23, 1972, addressed to the President, Central Washington State College Chapter, AAUP, signed by Richard M. Montecucco, Senior Assistant Attorney General.

There is another Assistant Attorney General's memo which analyzed the legal constraints and concluded that there is no obligation on behalf of the Board to meet, negotiate or confer with a faculty organization. On the other hand, the Board may not

> "...(a) legally prohibit the (faculty association) from organizing among the faculty, (b) the Board cannot prohibit the (faculty association) from attempting to meet and confer with the Board, (c) the Board cannot take the position that it has absolutely no authority to meet and confer with the (faculty association) and therefore the Board cannot prohibit the same through the issuance of an injunction or other legal process that would prohibit the (faculty association) from its organization and conference objectives." Later in this opinion, it goes on to state: "It is a 'free discretion' in the sense that if the Board refuses to engage in collective bargaining, it cannot be forced to do so by any Court action, since there is no statute authorizing faculty members of state colleges and universities to engage in collective bargaining. But if the Board decides to engage in collective bargaining, it can limit to it very specific subjects and can only accord as much recognition to the particular bargaining group as it is given to it by the faculty personnel who are members of such a group. Thus, the Board of Trustees may find itself dealing with two or three different faculty associations, plus dealing with individual employees."[14]

The Joint Committee therefore concluded that it would be necessary to statutorily authorize the four-year institutions of higher education to bargain collectively with their faculties if that was the desired policy of the state Legislature and wish of the academic community.

Do faculties wish to bargain collectively? This is not an easy question to answer. Figure 1 below recaps the official faculty actions taken concerning this issue at the state's six four-year institutions of higher education. As noted, three institutions have voted on this subject and three have not. The three institutions that have voted and held elections did not present identical ballot issues. For example, the University of Washington Faculty Senate polled all of its full-time faculty on one question: should the faculty bargain collectively? At Eastern Washington State College the faculty voted on the primary question whether they wish to be represented

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[14] Memorundum, dated March 21, 1972, addressed to the President of Eastern Washington State College, signed by D. Roger Reed, Senior Assistant Attorney General.

formally in negotiations with the trustees, and on the secondary question of which faculty association they would prefer to represent them. Because of the secondary issue Eastern's campus experienced active faculty organizational efforts prior to the formal vote. An examination of Figure 1 indicates that in Eastern's case, 74.5% of the faculty voted in favor of collective bargaining and then of the 87.3% voting, over 92% designated a faculty association of their preference.

Figure 1

| | Vote Date | %Turnout | In Favor | Faculty Unit | Remarks |
|---|---|---|---|---|---|
| CWSC | Fall 70[15] | 54.3% | 59% | Senate | |
| EWSC | Spring 72 | 87.3% | 74.5% | Senate | [16] |
| TESC | None | N/A | N/A | None | All-campus Governance structure |
| UW | Fall 72 | 74% | 61% | Senate | |
| WSU | None | N/A | N/A | Council | Campus Senate |
| WWSC | None | N/A | N/A | Council | Campus Senate |

Therefore at this time there is not what could be called a uniform faculty position representing the faculty members of the four-year institutions of higher education. There has been a significant movement toward consensus facilitated by interinstitutional committees and organizing efforts by the faculty associations.

Faculty opinion does reflect that each campus has a tradition of governance which is peculiar to itself. There have been significant changes in the governance structure recently at two institutions (Western Washington State College and Washington State University - both instituting campus-wide

[15] Some persons contend that Central's vote would be significantly higher now as a result of minimal faculty salary increases during the past two years.

[16] Eastern's vote on the Faculty unit issue: AAUP- 43.7%, AFT - 3.7%, NSP - 45.7%, None - 6.9%.
In a run off election the National Society of Professors outpolled the American Association of University Professors by a slim margin.

senates) and The Evergreen State College is an emerging organization.

Going into 1972, the faculty council or faculty senate on each of the campuses was the predominant voice of the faculty.[17] No organization, except the American Association of University Professors, had organized a significant number of faculty members. However, up until this year, the AAUP had not nationally seen its role as one of representing faculty rights in the customary union model of an adversary relationship with management. The AAUP's concern rested with its traditional positions of maintaining the faculty prerogative to determine educational policy through whatever structure of governance had been established; and the protection of the individual rights of faculty members for academic freedom. A corollary issue had been surveillance over the tenure system. Therefore, it could be assumed that many members of the AAUP do not endorse the collective bargaining model. However, the AAUP along with the Washington Federation of Teachers and the Association of Higher Education/National Society of Professors (National Education Association) have been actively recruiting during the past two years. It can safely be assumed that the acceptance of the recruiting efforts is further evidence of faculty desires to bargain collectively. Furthermore, the significant favorable vote at the three institutions which have conducted elections on this issue would also substantiate that desire.

It is not possible to divide faculty motivations in favor of collective bargaining between economic concerns and desires to institute a more formal institutional decision-making structure. If these two reasons could be separated, many of those faculty members solely motivated for economic reasons would be influenced if there were significant faculty benefits authorized by the 1973 Legislature in the form of salary adjustments and faculty retirement benefit improvements. Probably much of the interest and support for collective bargaining would dissipate. This, of course, is conjecture.

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[17] As an adjunct to interinstitutional informal coordination by the Council of Presidents each campus has appointed three faculty members to an organization called the Council of Faculty Representatives (CFR). These representatives are presumedly chosen by the recognized faculty organization on each campus. CFR has attempted to become the focal point for faculty discussions on collective bargaining and to speak for the faculties. There have been challenges from some institutions (for the most part from the leadership of the faculty senates) stating that the Council of Faculty Representatives are three liaison members from the faculties to a central discussion group; that they have no authority nor right to attempt to represent faculty viewpoints. The CFR group appointed a special task force on collective bargaining with one representative from each institution. This group has brought into its discussions representatives of the three interested faculty organizations: AAUP, AFT, and NEA.

Many of the faculty of the four-year institutions testifying before the Joint Committee expressed a desire to bargain collectively on those matters which are classified as economic, i.e., salaries and fringe benefits. These expressions were different than those coming from faculty organizations representing the community colleges where the interest is to bargain on all matters relating to faculty responsibilities, which includes educational policies. These expressions are consistent with what has been found nationally witnessing an evolutionary process of moving from the traditional higher educational collegial model[18] of shared authority to one of a formalistic bargaining process between management and employees. The State of Washington may be moving faster in that process than other states due to faculty members perceived less than favorable recent treatment in the areas of salaries and benefits by the Legislature.

There are other parties interested in this subject of instrumenting collective bargaining processes. They are: the trustees, administrators, and students. The Joint Committee on Higher Education attempted to ascertain the positions of these groups, both via public testimony and responses to the legislative alternatives (Appendix H). For the most part the regents and trustees of the state colleges and universities have not officially transmitted their views to the Joint Committee on Higher Education, although there have been two official responses signed by delegated regents of the University of Washington to the extent that those regents have agreed to a set of collective bargaining procedures which would be acceptable.

Testimony has been received from representative administrators. This testimony has generally taken the position of not being opposed to faculty collective bargaining -- generally recognizing that it is probably inevitable -- but rather raising issues that should be thought out carefully prior to instituting such processes. Reflection upon these matters are warranted:

1. Most models and case law for collective bargaining have grown out of the industrial-commercial context in which the primary ends are competition and profit.

2. Higher education has operated traditionally with the concept of shared governance in which faculty members are involved to some extent in policy development as well as decisions about personnel.

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[18]For a description of the collegial model refer to Footnote 2, page 5.

3. Higher education has a characteristic of defused decision-making whereas the collective bargaining processes attempts to identify the ultimate source of decision authority.

4. Will a third party -- a new bureaucracy -- be required to mediate or arbitrate impasse situations, or will impasses be revolved in the courts or require public action as by strikes?

5. Will collective bargaining set up another level of administration as well as an outside bureaucracy on each campus? How will these costs be funded?

6. What is the relationship with state authorities as it would modify the ability of the governing boards and the faculties to negotiate? Can negotiated decisions be negated by legislative and state agency actions?

7. How are the student concerns to be satisfied?

8. Will management rights be protected?

9. What matters will be included within the scope of negotiations?

In examining the legislative alternatives summary (see Appendix H), some general conclusions can be drawn. First, both the trustees/presidents and the faculty are strongly opposed to instituting any comprehensive statewide faculty bargaining process. The reason is undoubtedly historic, recognizing the traditional governance patterns found in our four-year institutions of higher education with the fear that to transfer bargaining to the statewide level, even if limited solely to economic matters, would weaken the ability of all parties to maintain a semblance of local authority over institutional affairs. The other general area where both the faculties and management have been together is in their desire to exclude students from the formal bargaining processes, although current decision sessions about collective bargaingin provisions include students along with trustees, administrators, and faculty representatives. The rhetoric defending this position is not consistent but generally both groups talk about the futility of attempting three-sided bargaining with the "clients" (meaning students) afforded formal involvement in the bargaining process. Cited is the fact that in no other instance in our nation's labor negotiations experiences is the clientele group a participant to the bargaining process. Management's concern is probably as much with the increased procedural headaches that an additional participant to the process would cause as it is to the fear of

having to devulge even more of its administrative decision-making mechanism to other groups. Faculties, on the other hand, have always perceived themselves as the guardians of the institutions' educational values and goals and, therefore, do not see the necessity of student involvement. Faculties probably fear student involvement even more than management, assuming that such involvement would raise additional policy questions which might otherwise be excluded from the negotiations table, for example, quality of teaching, the responsibilities of faculty members meeting with and counseling students, and so forth.

The students are undoubtedly concerned about the advent of collective bargaining for faculties at the state's institutions of higher education. As noted in the Introduction, the students have not been able to organizationally express these concerns, with the exception of two representative groups: the Graduate and Professional Student Senate (GPSS) of the University of Washington has spoken forcefully on the issue and presented legislative proposals; testimony was also received from a spokesman for the undergraduate associated student body presidents.

There is the general feeling that student interests, i.e., learning, will be affected by the teaching roles and responsibilities as negotiated between management and the faculty. Therefore, students need a formal role in the negotiations processes. Students would probably be more comfortable if formal collective bargaining processes were not instituted. Their priority concern is with governance. The GPSS, for example, submitted to the Joint Committee on Higher Education two proposals: the first was a proposal which would formally involve students in the governance structure; if the first proposal were not acceptable, the second was a collective bargaining bill which would contain student involvement.

The students would not be as concerned if collective bargaining could be directly limited to matters of economic compensation. However, if negotiations evolve into discussions of educational policy, as is the case in the community college system, the the students feel they have a rightful role to play. This role should be at least an equal voice in issues of tenure, curriculum, educational reforms, admissions policy and, most especially, institutional governance matters.

If the ultimate decision authority is to continue to be the governing board, and the Legislature is to appropriate a lump sum amount for the operations of the institutions, then the students recognized that any negotiations on the question of economic matters would probably affect the other expenditure categories of the institutions. Therefore, students feel they need to be involved.

The student representatives were adamant on the subject of strikes: they are completely opposed to strike authority. They recognize that to take away the right to strike would be to take away an important faculty leverage in bargaining. But, at the same time, they ask the qeustion, "How do you compensate the students for loss of time, for the loss of money, for the loss of credit?" They felt that there would have to be some means of arbitration if the faculty decides to strike, or if the administration decides that there is an impasse and that they can no longer bargain.

Looking at the bargaining developments nation-wide,[19] together with some corollary comparisons to the community college system, institut ng formal faculty collective bargaining procedures for the four-year institutions would have several affects. The so-called "adversary atmosphere" would become the rule in relationships between the administration and the faculty (however, some commentators point out that even without formal collective bargaining, the relationships on most campuses have already developed to that point). The change in leadership and bargaining relationships have already been discussed in Part I of this report.

Another affect of collective bargaining is the cost of negotiations. Undoubtedly there will be costs associated with such a process, both to the administration and to the faculty groups. However, it cannot be proven that these costs are necessarily an additive to the current operations of the institution. Some feel that the costs, in both dollars and time, force a continual and more analytic review of the institutions' administrative practices and in the long run more clearly identify priorities for expenditures, and possibly promote economies.

The fundamental consequence of collective bargaining rests with a determination of where the bargaining ultimately takes place. There is some national evidence that once public entities commence the bargaining processes, they are ultimately transferred from the agency or institutional level to the Legislature because it is the Legislature which appropriates the funds. Some states have noted that after the bargaining process at the local level has resulted in agreement on priorities, then management and the employees' representatives join hands to present their united case to the Legislature.

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[19] Wisconsin Law Review, Volume 1971:55, April, 1971; The Effects of Faculty Collective Bargaining on Higher Education, New England Board of Higher Education, October, 1972; Collective Bargaining on Campus, ERIC Clearinghouse on Higher Education, March, 1972.

One problem confronting both the Legislature in establishing collective bargaining provisions and the affected parties in attempting negotiations is that many of the typical subjects for negotiations are already regulated by statute. Included (among others) are: (1) tenure (community colleges); (2) insurance participation (life, health, and accident); (3) annuities and retirement benefits and by appropriational proviso; (4) contract hours; (5) sabbaticals; and (6) salary percentage increases.

The Joint Committee spent a considerable amount of its agenda time during the last year discussing the issue of faculty bargaining procedures. Many proposals have been drafted and submitted to the Committee. Some interested parties have indicated that other proposals are being put into bill form and will be submitted later.

The Joint Committee was persuaded to take interim action for the following reasons:

1. There is a legal question as to whether the boards of regents and state college trustees have clear statutory authority to establish bargaining procedures;
2. Most of the parties testifying before the Joint Committee did indicate their desire to have such clear statutory authority;
3. There is no general consensus as to the form legislation should take.

The Joint Committee felt it important to recognize that there should be some expression of legislative recognition of this subject. The bill drafted (Appendix C) serves two basic purposes: first is to clearly grant the authority to the regents to establish collective bargaining provisions if so requested by the faculty; second was to provide a vehicle to amend the specifics of the bargaining procedures with additional sections. [The Joint Committee has been advised by the Attorney General's Office that the bill could stand as presently written.]

At the time this report is being published, all parties (the trustees, administrators, faculty, and students) have been carrying on joint discussions in an attempt to present for legislative consideration a collective bargaining proposal that each group feels is workable and in the best interests of the public and the State's higher education system. The guidelines for these joint discussions stated that any collective bargaining process should be: flexible to allow for different campus situations, uniform in its application to all four-year institutions' faculties; permissive; and recognize students' interests.

One commentator sums up by stating:

"Collective bargaining is, in all its manifestations, far more an affair of the head than of the heart. While romantics may determine whether collective bargaining comes, realists will determine whether it works, and scholars should determine whether it has served an institution well or ill."[20]

[20]Howe, Ray A., Bargaining: Evolution, Not Revolution, College and Universities Business, December, 1972.

# APPENDICES

IN THE LEGISLATURE
of the
# STATE OF WASHINGTON

SENATE RESOLUTION
1971 - Ex. 112

By Senators Martin J. Durkan, Gary M. Odegaard, John S. Murray, Pete Francis, Joe Stortini and Gordon Sandison

WHEREAS, When the Community College Act of 1967 was enacted, the faculties of the community colleges continued to be covered under the common school Professional Negotiations Act; and

WHEREAS, Pursuant to a study conducted during the 1969-1971 interim, all elements of the community college system testified before the Joint Committee on Higher Education that no changes in the Professional Negotiation Law for community colleges should be made during the 1971 session, but that any changes should be made in the 1973 session; and

WHEREAS, HB 739, created a separate Professional Negotiations Act for community colleges, which carried forward the same provisions of law under which they were formerly covered; and

WHEREAS, There currently exists difference in the procedures and rights relating to professional negotiations or collective bargaining between the respective faculties of the various state universities, colleges and community colleges;

NOW, THEREFORE, BE IT RESOLVED, By the Senate, that in order to reconcile the differences of procedures and rights relating to professional negotiation or collective bargaining between faculties of the various institutions of higher education within the state, and to conclude the study of the Professional Negotiations Act for community colleges, the Joint Interim Committee on Higher Education shall conduct a study on such procedures and rights and submit its recommendations thereon to the Forty-third Legislature at its 1973 regular session.

I, Sidney R. Snyder, Secretary of the Senate, do hereby certify this is a true and correct copy of Senate Resolution No. 1971-Ex. 112 adopted by the Senate May 10, 1971.

SIDNEY R. SNYDER
Secretary of the Senate

IN THE LEGISLATURE
of the
# STATE OF WASHINGTON

HOUSE OF REPRESENTATIVES

Resolution No. 72-43 by Representatives Smythe and Thompson

WHEREAS, There is some evidence to suggest that instituting a statewide salary schedule for teachers in the community colleges would help lessen spiraling costs of education at these levels; and

WHEREAS, Salary schedules could be of assistance in simplifying the method for financing education in these institutions; and

WHEREAS, No comprehensive study concerning the utility of statewide salary schedules has yet been submitted to the Legislature for its consideration; and

WHEREAS, Private business organizations utilize standardized salary schedules as an effective management technique;

NOW, THEREFORE, BE IT RESOLVED, By the House of Representatives, That the Joint Committee on Higher Education, Council on Higher Education, Legislative Budget Committee and Office of Program Planning and Fiscal Management be directed to study the utility, feasibility, and benefit of instituting a statewide salary schedule for community college employees and report their findings to the next Session of the Legislature.

ADOPTED February 17, 1972.

I hereby certify this to be
a true and correct copy of
Resolution adopted by the
House of Representatives
February 17, 1972.

Malcolm McBeath

Malcolm McBeath, Chief Clerk
House of Representatives

# APPENDIX C

AN ACT Relating to collective bargaining between the state colleges and universities and their respective faculties; and adding a new section to chapter 223, Laws of 1969 ex. sess. and to Title 28B RCW as a new chapter thereof.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

NEW SECTION. Section 1. There is added to chapter 223, Laws of 1969 ex. sess. and to Title 28B RCW as a new chapter thereof a new section to read as follows:

The boards of regents of state universities and the boards of trustees of state colleges may in the exercise of their discretion adopt rules in accordance with chapter 28B.19 RCW to authorize and govern collective bargaining between such state colleges and universities and their respective faculties after being requested to do so by a majority of members of their respective faculties.

APPENDIX D.1

AN ACT Relating to community college districts; amending section 2, chapter 196, Laws of 1971 ex. sess. and RCW 28B.52.020; amending section 3, chapter 196, Laws of 1971 ex. sess. and RCW 28B.52.030; amending section 5, chapter 196, Laws of 1971 ex. sess. and RCW 28B.52.060; amending section 7, chapter 196, Laws of 1971 ex. sess. and RCW 28B.52.080; adding a new section to chapter 196, Laws of 1971 ex. sess. and to chapter 28B.52 RCW; and creating a new section.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

Section 1. Section 2, chapter 196, Laws of 1971 ex. sess. and RCW 28B.52.020 are each amended to read as follows:

As used in this chapter:

"Employee organization" means any organization which includes as members the academic employees of a community college district and which has as one of its purposes the representation of the employees in their employment relations with the community college district.

"Academic employee" means any teacher, counselor, librarian, or department head, ((division head, or administrator,)) who is employed by any community college district, with the exception of the chief administrative officer of, and any administrator in, each community college district.

"Administrator" means any person employed either full or part time by the community college district and who performs administrative functions as at least fifty percent or more of his assignments, or has responsibilities to hire, dismiss, or discipline other academic employees. Administrators shall be subject to the provisions of this chapter if they desire to organize for purposes of

employment relations, but shall not be members of the same bargaining unit as any academic employee. If administrators do so desire to organize under this chapter, their rights and obligations under this chapter shall be those given to academic employees hereunder.

Sec. 2. Section 3, chapter 196, Laws of 1971 ex. sess. and RCW 28B.52.030 are each amended to read as follows:

Representatives of an employee organization, which organization shall by secret ballot have won a majority in an election to represent the academic employees within its community college district, shall have the right, after using established administrative channels, to meet, confer and negotiate with the board of trustees of the community college district ((or a committee thereof)) or its delegated representatives to communicate the considered professional judgment of the academic staff prior to the final adoption by the board of proposed community college district policies relating to, but not limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel, hiring and assignment practices, leaves of absence, salaries and salary schedules and noninstructional duties.

Sec. 3. Section 5, chapter 196, Laws of 1971 ex. sess. and RCW 28B.52.060 are each amended to read as follows:

In addition to the authority to convene and impasse committee, the director of the state system of community colleges is authorized to conduct fact-finding and mediation activities as a means of assisting in the settlement of unresolved matters considered under this chapter.

In the event that any matter being jointly considered by the employee organization and the board of trustees of the community college district is not settled by the means provided in this chapter, either party, twenty-four hours after serving written notice of its intended action to the other party, may, with the concurrence of the director, request the assistance and advice of a committee ((composed of educators and community college district trustees))

appointed by the director ((of the state system of community colleges)). This committee ((shall)) may make a written report with recommendations to both parties within twenty calendar days of receipt of the request for assistance. Any recommendations of the committee shall be advisory only and not binding upon the board of trustees or the employee organization.

The state board for community college education is authorized to make rules governing the operations of impasse committees.

NEW SECTION. Sec. 4. There is added to chapter 196, Laws of 1971 ex. sess. and to chapter 28B.52 RCW a new section to read as follows:

At the conclusion of any negotiation processes as provided for in section 2 of this 1973 amendatory act, any matter upon which the parties have reached agreement shall be reduced to writing and acted upon in a regular or special meeting of the boards of trustees, and become part of the official proceedings of said board meeting. The length of terms within any such agreement shall be for not more than three fiscal years. These agreements will not be binding upon future actions of the legislature.

Sec. 5. Section 7, chapter 196, Laws of 1971 ex. sess. and RCW 28B.52.080 are each amended to read as follows:

Boards of trustees of community college districts shall adopt reasonable rules and regulations for the administration of employer-employee relations under this chapter. The boards may request the services of the department of labor and industries to assist in the conduction of certification elections as provided for in section 2 of this 1973 amendatory act.

NEW SECTION. Sec. 6. If any provision of this 1973 amendatory act, or its application to any person or circumstance is held invalid, the remainder of the act, or the application of the provision to other persons or circumstances is not affected.

# APPENDIX D.2

AN ACT Relating to public officers and agencies; and amending section 14, chapter 250, Laws of 1971 ex. sess. and RCW 42.30.140.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

Section 1. Section 14, chapter 250, Laws of 1971 ex. sess. and RCW 42.30.140 are each amended to read as follows:

If any provision of this chapter conflicts with the provisions of any other statute, the provisions of this chapter shall control: PROVIDED, That this chapter shall not apply to:

(1) The proceedings concerned with the formal issuance of an order granting, suspending, revoking, or denying any license, permit, or certificate to engage in any business, occupation or profession or to any disciplinary proceedings involving a member of such business, occupation or profession, or to receive a license for a sports activity or to operate any mechanical device or motor vehicle where a license or registration is necessary; or

(2) That portion of a meeting of a quasi-judicial body which relates to a quasi-judicial matter between named parties as distinguished from a matter having general effect on the public or on a class or group; or

(3) That portion of the meeting during which the governing body is planning or adopting the strategy or position to be taken by such governing body during the course of any labor negotiations, including collective bargaining, professional negotiations, grievance or mediation proceeding or reviewing the proposals made in such negotiations or proceedings while in progress; or

(4) Matters governed by Title 34 RCW, the administrative procedure act, except as expressly provided in RCW 34.04.025.

(5) "Administrative appointment" shall mean employment in a specific administrative position as determined by the appointing authority;

(6) "Appointing authority" shall mean the board of trustees of a community college district;

(7) "Review committee" shall mean a committee composed of the probationer's faculty peers and the administrative staff of the community college providing that the majority of the committee shall consist of the probationer's faculty peers. [1970 1st ex.s. c 5 § 3; 1969 ex.s. c 283 § 33. Formerly RCW 28.85.851.]

28B.50.855 ——Faculty members currently employed granted tenure. All employees of a community college district, except presidents, who were employed in the community college district at the effective date of chapter 283, Laws of 1969 ex. sess. and who hold or have held a faculty appointment with the community college district or its predecessor school district shall be granted tenure by their appointing authority notwithstanding any other provision of RCW 28B.50.850 through 28B.50.869. [1970 1st ex.s. c 5 § 4; 1969 ex.s. c 283 § 44. Formerly RCW 28.85.868.]

Reviser's note: "The effective date of chapter 283, Laws of 1969 ex. sess." is, for new sections or sections amended in Title 28 RCW, unless the section specifically stated otherwise, midnight, August 10, 1969, there being no emergency clause; for sections amended therein in either Titles 28A or 28B RCW, the effective date is when chapter 223, Laws of 1969 ex. sess. becomes effective (see section 53, uncodified), which under RCW 28A.02.030 and 28B.02.030 is July 1, 1970.

## Chapter 28B.52

## NEGOTIATIONS BY ACADEMIC PERSONNEL—COMMUNITY COLLEGE DISTRICTS

28B.52.010 Declaration of purpose. It is the purpose of this chapter to strengthen methods of administering employer-employee relations through the establishment of orderly methods of communication between academic employees and the community college districts by which they are employed. [1971 1st ex.s. c 196 § 1.]

28B.52.020 Definitions. As used in this chapter:

"Employee organization" means any organization which includes as members the academic employees of a community college district and which has as one of its purposes the representation of the employees in their employment relations with the community college district.

"Academic employee" means any teacher, counselor, librarian, or department head, division head, or administrator, who is employed by any community college district, with the exception of the chief administrative officer of each community college district. [1971 1st ex.s. c 196 § 2.]

28B.52.030 Negotiation by representatives of employee organization—Authorized—Subject matter. Representatives of an employee organization, which organization shall by secret ballot have won a majority in an election to represent the academic employees within its community college district, shall have the right, after using established administrative channels, to meet, confer and negotiate with the board of trustees of the community college district or a committee thereof to communicate the considered professional judgment of the academic staff prior to the final adoption by the board of proposed community college district policies relating to, but not limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel, hiring and assignment practices, leaves of absence, salaries and salary schedules and noninstructional duties. [1971 1st ex.s. c 196 § 3.]

28B.52.050 Academic employee may appear in own behalf. Nothing in this chapter shall prohibit any academic employee from appearing in his own behalf on matters relating to his employment relations with the community college district. [1971 1st ex.s. c 196 § 4.]

28B.52.060 Advisory committee—Composition—Report—Recommendations, effect. In the event that any matter being jointly considered by the employee organization and the board of trustees of the community college district is not settled by the means provided in this chapter, either party, twenty-four hours after serving written notice of its intended action to the other party, may request the assistance and advice of a committee composed of educators and community college district trustees appointed by the director of the state system of community colleges. This committee shall make a written report with recommendations to both parties within twenty calendar days of receipt of the request for assistance. Any recommendations of the committee shall be advisory only and not binding upon the board of trustees or the employee organization. [1971 1st ex.s. c 196 § 5.]

28B.52.070 Discrimination prohibited. Boards of trustees of community college districts or any administrative officer thereof shall not discriminate against academic employees or applicants for such positions because of their membership or nonmembership in employee organizations or their exercise of other rights under this chapter. [1971 1st ex.s. c 196 § 6.]

28B.52.080 Boards to adopt rules and regulations. Boards of trustees of community college districts shall adopt reasonable rules and regulations for the administration of employer-employee relations under this chapter. [1971 1st ex.s. c 196 § 7.]

28B.52.090 Prior agreements. Nothing in this chapter shall be construed to annul or modify, or to preclude the renewal or con-

tinuation of, any lawful agreement heretofore entered into between any community college district and any representative of its employees. [1971 1st ex.s. c 196 § 8.]

28B.52.109 State higher education administrative procedure act not to affect. Contracts or agreements, or any provision thereof entered into between boards of trustees and employees organizations pursuant to this chapter shall not be affected by or be subject to chapter 28B.19 RCW. [1971 1st ex.s. c 196 § 9.]

APPENDIX F

TASK FORCE MEMBERSHIP - 112

| Name | Organization |
|---|---|
| Senator Bruce Wilson<br>Task Force Chairman | Joint Committee on Higher Education |
| Rep. Bill Kiskaddon<br>Task Force Vice-Chairman | Joint Committee on Higher Education |
| Jim Bricker<br>Executive Secretary | Joint Committee on Higher Education |
| Rep. Dick King<br>Liaison Member | Interim Committee on Collective Bargaining |
| Gil Carbone<br>Assistant Director | State Board for Community College Education |
| Anne Winchester<br>Deputy Coordinator | Council on Higher Education |
| Max Snyder<br>President | Spokane Falls Community College |
| Hugh Mathews<br>Trustee | Green River Community College |
| Marshall Hudson<br>Faculty Member | Clark Community College |
| Don MacGilvra<br>Faculty Member | Shoreline Community College |

APPENDIX G

*QUESTIONS FOR JUNE 19 HEARING*

*I. INTRODUCTORY*

1. *What is the primary objective of the negotiation process?*

2. *In what way do professional negotiations differ from industrial collective bargaining?*

3. *What is the most difficult subject or item to resolve through the negotiation process?*

4. *Is the current Professional Negotiations Act effective?*

5. *Should the coverage of the Public Employees Bargaining Act be extended to include higher education academic employees?*

6. *Should academic employees of the state universities, colleges, and community colleges be covered by one academic employees Professional Negotiations Act?*

*II. BARGAINING -- UNIT COMPOSITION*

7. *In what manner should part-time faculty members be represented in terms of voting rights, inclusion in the bargaining unit, etc.?*

8. *Should administrators be included in the faculty bargaining unit?*

9. *What constitutes, or how should the law define, an administrative position?*

10. *Should academic employees who are not members of the certified bargaining organization be required to pay a service fee to the bargaining agent in return for services on behalf of all faculty members?*

*III. NEGOTIATIONS*

11. *Should the scope provisions of the present Professional Negotiations Act be changed?*

12. *Should negotiations be limited to items such as salary, leaves, insurance and retirement benefits?*

13. *Is institutional governance an appropriate subject for negotiations?*

14. *On what subjects should the faculty be given the right to 'meet and confer' with the trustees, and on what should they have the right to 'negotiate'?*

*JCHE/btb*
*6/19/72*

15. Should the words "in good faith" be included in the Professional Negotiations Act?

16. Should tenure be regulated by statute or should this be a subject for negotiation at the local level?

17. Should there be a statewide salary schedule or should salaries be a subject for local negotiations?

## IV. IMPASSE

18. Are the current impasse procedures adequate?

19. What impasse-resolution procedures should be established, in terms of:

    a) composition and selection of impasse-resolution agent
    b) funding of impasse-resolution agent
    c) powers and duties of impasse-resolution agent

20. Which of the following impasse-resolution procedures should a professional negotiations law provide for:

    a) fact-finding
    b) mediation
    c) voluntary arbitration
    d) compulsory arbitration

## V. ADMINISTRATION

21. Should community college districts with more than one campus be allowed to negotiate with each campus, or be restricted to district wide bargaining?

22. Should boards of trustees be allowed to employ professional negotiators to negotiate for them?

23. Should the professional negotiations law contain a "strike" or "no-strike" provision?

24. Should an independent 'academic employees relations board' be established to supervise bargaining unit elections and aid in the resolution of impasses?

25. *Should a professional negotiations law prescribe the final form of agreement?*

26. *Should a professional negotiations law require deadline dates for agreement or the declaration of an impasse situation?*

27. *Each community college is required by RCW 28B.50.145 to have a faculty senate. What should be the relationship between this body and the exclusive employee bargaining organization?*

28. *Should negotiations short of the final agreement stage be exempted from the provisions of the Open Meetings Law?*



*JCHE/btb*
*6/19/72*

# APPENDIX H

Reprinted below is the breakdown of the original legislative alternatives submitted to all interested groups for their reaction. The numbers beginning with "X-21" are proposals that have been submitted by organizations since the promulgation of the alternatives initially.

The response to the alternatives was excellent at the community college level, where there has been a history under the Professional Negotiations Act. All interested parties except one faculty organization responded to the questionnaire. Most of the responses carried written narrative explanations on some items in addition to the ballot.

The ballot was constructed to allow for concurrence, objection, no opinion, concurrence with noted exceptions. The general answers to the initial alternatives are indicated by a "yes" or "no" in the left hand margin. Because the opinions generally follow what could be called "management", i.e., trustees/administrators vs. "employees" (faculty), these two distinctions have been noted. There were some crossovers where the opinion does not fall clearly within one category or the other. The "yes" or "no" has been modified by a "-" indicating less than unanimous policy answer.

ALTERNATIVE STATUTORY FACULTY NEGOTIATION CONSIDERATIONS

| Trustees/ Admin. | Faculty | | |
|---|---|---|---|
| | | Category I: | Comprehensive Statewide Faculty Bargaining Process |
| No | No | *1a.* | *Inclusive of all institutions of higher education; repeals Professional Negotiations Act.* |
| No | No | *1b.* | *Item No. 1, except delete "baccalaureate institutions."* |
| No | No | *1c.* | *Item No. 1, except delete "community colleges."* |
| | | Category II: | Public Employees Collective Bargaining Act -- Education Amendments |
| No | Yes- | *2.* | *Include institutions of higher education under Public Employees Collective Bargaining Act.* |
| No | Yes- | *3.* | *Item No. 2, except to add "professional negotiations" provision.* |
| No | Yes | *4.* | *Education employees collective bargaining act.* |
| Yes | No | *5.* | *Colleges and Universities academic employees collective bargaining act.* |
| | | *X23* | *#5 Regents redraft* |
| | | *X24* | *Policy Guidelines -- Council of Faculty Representatives* |
| | | Category III: | Substantive Policy Changes to the Community College Professional Negotiations Act. |
| Yes | No | *6.* | *Limitation of scope of negotiation.* |
| No- | No | *7.* | *Item No. 6; and providing for statewide negotiations on economic matters.* |
| No | No- | *8.* | *Employer - employee relations, and establishing mediation and arbitration procedures.* |
| es- | No | *9.* | *Prohibition on strikes.* |

| Trustees/ Admin. | Faculty | | |
|---|---|---|---|
| | | Category IV: | Procedural Changes to the Community College Professional Negotiations Act |
| Yes | No- | *10.* | *Exemption of "administrators" from faculty bargaining unit; establishes right to collectively organize.* |
| N/O | No- | *11.* | *Exemption of "academic support employees" from faculty bargaining unit; establishes right to collectively organize.* |
| Yes | No | *12.* | *Defines "part-time faculty."* |
| No | No | *13.* | *Makes State Board the impasse committee.* |
| Yes | Yes- | *14.* | *Provides for delegation of negotiations authority.* |
| No- | No- | *15.* | *Provides for separate college bargaining units.* |
| Yes | Yes | *16a.* | *Exempts negotiations process from Open Public Meetings Act.* |
| Yes | Yes | *16b.* | *Exempts strategy conferences from Open Public Meetings Act.* |
| No- | Yes | *17.* | *Provides for written contractual agreements, and duration.* |
| (Yes) | (Yes) | *X21* | *Election supervision performed by Dept. of Labor & Industries* |
| (Yes-) | (Yes-) | *X22* | *Mediation and Fact Finding activities* |
| | | Category V: | Other Alternatives |
| No | No | *18.* | *Directs the State Board for Community College Education to establish negotiation guidelines; repeals Professional Negotiations Act, January 1, 1975.* |
| No | No | *19.* | *Directs the regents and trustees of the four-year institutions of higher education to establish governance structures which will include all institution groups in decision-making processes.* |
| | | *20.* | *Recommend that the Legislature take no action at this time on* |
| No | No | | *a. Community College Professional Negotiations Act;* |
| Yes | No | | *b. Establishing faculty collective negotiation procedures for the four-year institutions.* |
| | | *X25* | *College and universities (same as #5) - - - ; with student involvement* |

# APPENDIX I

## SUMMARY OF STATE COLLECTIVE BARGAINING STATUTES

## RELATING TO ACADEMIC EMPLOYEES

## OF INSTITUTIONS OF HIGHER EDUCATION

To date, 29 states have enacted public employee collective bargaining laws. In nine of these states, however, the legislation for public employees is not applicable to academic employees of state institutions of higher education. Of the twenty remaining states,[1] 19 include coverage of academic employees within a broad state employees' statute. Only Washington has a separate statute dealing strictly with academic employees' collective bargaining; and this statute specifically applies only to community college faculty.

There is virtually no consistency as to limits, controls, or procedures in these statutes. Eight have arbitrarily been chosen for examination because they either illustrate alternative approaches or because of specific provisions which the Committee might wish to examine. While it is impossible to adequately summarize entire statutes, an attempt has been made to illustrate sections of particular interest, especially those dealing with the scope of negotiations. Complete texts of all of these statutes are available in the Joint Committee office.

### I. HAWAII

In 1970, Hawaii enacted a comprehensive public employee collective bargaining statute. It was amended in 1971. This is a relatively lengthy and detailed act with specific provisions for form of agreements, prohibited practices, payroll deductions for service fees, and defined bargaining units. Specific definitions are included for subjects such as, "cost items", "professional employee", and "supervisory employee".

Scope of bargaining is defined by an entire section:

**Sec. -9. Scope of negotiations.** (a) The employer and the exclusive representative shall meet at reasonable times, including meetings in advance of the employer's budget-making process, and shall negotiate in good faith with respect to wages, hours, and other terms and conditions of employment which are subject to negotiations under this Act and which are to be embodied in a written agreement, or any question arising thereunder, but such obligation does not compel either party to agree to a proposal or make a concession.

(b) The employer or the exclusive representative desiring to initiate negotiations shall notify the other in writing, setting forth the time and place of the meeting desired and generally the nature of the business to be discussed, and shall mail the notice by certified mail to the last known address of the other party sufficiently in advance of the meeting.

(c) Except as otherwise provided herein, all matters affecting employee relations, including those that are, or may be, the subject of a regulation promulgated by the employer or any personnel director, are subject to consultation with the exclusive representatives of the employees concerned. The employer shall make every reasonable effort to consult with the exclusive representatives prior to affecting changes in any major policy affecting employee relations.

(d) Excluded from the subjects of negotiations are matters of classification and reclassification, retirement benefits and the salary ranges and the number of incremental and longevity steps now provided by law, provided that the amount of wages to be paid in each range and step and the length of service necessary for the incremental and longevity steps shall be negotiable. The employer and the exclusive representative shall not agree to any proposal which would be inconsistent with merit principles or the principle of equal pay for equal work pursuant to sections 76-1, 76-2, 77-31 and 77-33, or which would interfere with the rights of a public employer to (1) direct employees; (2) determine qualification, standards for work, the nature and contents of examinations, hire, promote, transfer, assign, and retain employees in positions and suspend, demote, discharge, or take other disciplinary action against employees for proper cause; (3) relieve an employee from duties because of lack of work or other legitimate reason; (4) maintain efficiency of government operations; (5) determine methods, means, and personnel by which the employer's operations are to be conducted; and take such actions as may be necessary to carry out the missions of the employer in cases of emergencies.

[1] *Alaska, California, Delaware, Hawaii, Maine, Massachusetts, Michigan, Minnesota, Nebraska, Nevada, New Jersey, New York, North Dakota, Oregon, Pennsylvania, Rhode Island, South Dakota, Vermont, Washington, and Wisconsin.*

Impasse provisions allow for mediation, fact-finding, arbitration and a restricted right to strike -- all under the supervision of a state public employment relations board, which has considerable rule- and regulation-setting authority.

## II. MASSACHUSETTS

Massachusetts has two public employee bargaining statutes -- one dealing with state employees and the other covering local employees. All state employees, including academic employees of the state's institutions of higher education, are covered by a 1965 act, which was amended in 1969. This statute is somewhat shorter and less detailed than the Hawaii Act. Employees have the right to present proposals relative to salaries and other conditions of employment through representatives of their own choosing; however, employees are only authorized to "meet and confer", not "negotiate".

> *For the purposes of collective bargaining, the department or agency head or his designated representative and the representatives of the employees shall meet at reasonable times and shall confer in good faith with respect to conditions of employment, and shall execute a written contract incorporating any agreement so reached, but neither party shall be compelled to agree to a proposal or make a concession.*

The Act establishes a Labor Relations Commission with discretionary authority to appoint a fact-finder in the event of a dispute over terms of an agreement, and authority to investigate violations of a prohibited practices section of the Act. A no-strike provision also appears in the Act.

Since this statute does not allow state agencies to negotiate wages with public employees, the recent contract between the Massachusetts State College System and the faculty union (AFT) of Boston State College puts the major emphasis on governance and does not even include a salary scale. This contract puts governance in the hands of committees of administrators, students and faculty -- with faculty majorities on all committees. This approach is presently under consideration at other campuses in the state system.

## III. MINNESOTA

Minnesota has one comprehensive public employee bargaining law (adopted in 1971), which specifically applies to employees of the state university, colleges, and junior colleges. The Act

contains extensive procedures for negotiating agreements, definitions of unfair practices, penalties for non-compliance, and definitions of powers and duties.

Scope is defined by the following sections:

(15). "Meet and confer" means the exchange of views and concerns between employers and their respective employees.

(16). "Meet and negotiate" means the performance of the mutual obligations of public employers and the exclusive representatives of public employees to meet at reasonable times, including where possible meeting in advance of the budget making process, with the good faith intent of entering into an agreement with respect to terms and conditions of employment provided, that by such obligation neither party is compelled to agree to a proposal or required to make a concession.

(17). "Appropriate unit" or "unit" means a unit of employees, excluding supervisory employees, confidential employees and principals and assistant principals, as determined pursuant to section 11, subdivision 3, and in the case of school districts, the term means all the teachers in the district.

(18). The term "terms and conditions of employment" means the hours of employment, the compensation therefor including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the terms mean the hours of employment, the compensation therefor, and economic aspects relating to employment, but does not mean educational policies of a school district. The terms in both cases are subject to the provisions of section 9 of this act regarding the rights of public employers and the scope of negotiations.

(3). Public employees who are professional employees as defined by section 3, subdivision 11, of this act have the right to meet and confer with public employers regarding policies and matters not included under section 3, subdivision 18, pursuant to section 13 of this act.

Public employees through their certified exclusive representative have the right and obligation to meet and negotiate in good faith with their employer regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the exclusive representative to agree to a proposal or require the making of a concession.

Sec. 6. [Rights and obligations of employers. (1). A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

(2). A public employer has an obligation to meet and negotiate in good faith with the exclusive representative of the public employees in an appropriate unit regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the public employer or its representative to agree to a proposal or require the making of a concession.

(3). A public employer has the obligation to meet and confer with professional employees to discuss policies and those matters relating to their employment not included under section 3, subdivision 18, pursuant to section 13 of this act.

(4). A public employer has the obligation to meet and confer with supervisory employees, confidential employees, principals and assistant principals, or their representative regarding the terms and conditions of their employment.

(5). Any provision of any contract required by section 10, which of itself or in its implementation would be in violation of or in conflict with any statute of the state of Minnesota or rule or regulation promulgated thereunder or provision of a municipal home rule charter or ordinance or resolution adopted pursuant thereto, or rule of any state board or agency governing licensure or registration of an employee, shall be void and of no effect.

(6). Nothing in this act shall be construed to impair, modify or otherwise alter, or indicate a policy contrary to the authority of the legislature of the state of Minnesota to establish by law schedules of rates of pay for its employees or the retirement or other fringe benefits related to the compensation of such employees.

shall any such employees derive any rights from this section.

Sec. 13. [Policy consultants.] (1). The legislature recognizes that professional employees possess knowledge, expertise, and dedication which is helpful and necessary to the operation and quality of public services and which may assist public employers in developing their policies. It is, therefore, the policy of this state to encourage close cooperation between public employers and professional employees by providing for discussions and the mutual exchange of ideas regarding all matters not specified under section 3, subdivision 18 of this act.

(2). The professional employees shall select a representative to meet and confer with a representative or committee of the public employer on matters not specified under section 3, subdivision 18 relating to the services being provided to the public. The public employer shall provide the facilities and set the time for such conferences to take place, provided that the parties shall meet together at least once every four months.

(3). Any suggestion or recommendation regarding those matters referred to in subdivision 1 may be brought before consultants for their consideration and advisory opinions.

(4). Upon the petition of a public employer or an organized group of professional employees, the public employment relations board shall submit a list of qualified consultants experienced in the subjects to be taken under advisement. The public employer and the representative of the professional employees shall each select one consultant, or upon mutual agreement jointly select one consultant, who shall meet with the parties and join in the consideration of matters presented. At the conclusion of their discussions and presentations, the consultants shall submit advisory opinions to the parties regarding the matters presented to it.

(5). Consultants to the parties shall be compensated equally by the parties involved at a rate not to exceed a total of $100 per day, and all other necessary expenses except as may be otherwise agreed to by the parties.

The Public Employee Relations Board established by this Act has considerable rule-making and discretionary power. Impasse resolution provisions include: mediation, binding arbitration, and optional final-offer arbitration.

## IV. NEW JERSEY

New Jersey has a comprehensive bargaining act; however, this 1968 statute is unique in that it extends bargaining rights to all public as well as private employees in the state.

This statute is less detailed than the Minnesota law in that it is primarily concerned with establishing agencies which are given wide-ranging authority. This Act establishes a State Board of Mediation, a Division of Public Employment Relations, a Division of Private Employment Dispute Settlement, and a Public Employment Relations Commission which is given power to:

> *make policy and establish rules and regulations concerning employer-employee relations in public employment relating to dispute settlement, grievance procedures, and administration including enforcement of statutory provisions concerning representative elections and related matters.*

Scope of bargaining is defined as "collective negotiations concerning the terms and conditions of employment" with the additional provisions that:

> *Proposed new rules or modification of existing rules shall be negotiated with the majority representative before they are established. In addition, the majority representative and designated representatives of the public employer shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment.*
>
> *Public employers shall negotiate written policies setting forth grievance procedures by means of which their employees or representatives of employees may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, provided that such grievance procedures shall be included in any agreement entered into between the public employer and the representative organization. Such grievance procedures may provide for binding arbitration as a means for resolving disputes.*

Impasse resolution provisions include mediation, fact-finding, and voluntary arbitration.

V. NEW YORK

New York has one comprehensive public employee bargaining statute. It has a long legislative history but the basic 1967 Taylor Act was last amended in 1971. The law contains a provision that employer-employee agreements will be binding *"...except as to any provisions therein which require approval by a legislative body, and as to those provisions, shall become binding when the appropriate legislative body gives its approval."*

Scope is defined as the:

> *right to be represented by employee organizations to negotiate collectively with their public employees in the determination of their tenure and conditions of employment, and the administration of grievances arising thereunder.*

However, "terms and conditions" of employment is rather loosely defined as "salaries, wages, hours and other terms and conditions of employment". Consequently, New York courts have had to decide in a number of cases whether specific terms of dispute could be considered "terms and conditions of employment". The latest court decision held this provision to be a broad and unqualified one, and that:

> *There is no reason why the mandatory provisions of that Act should be limited in any way, except in cases where some other applicable statutory provision explicitly and definitely prohibits the public employer from making an agreement as to a particular term or condition of employment. (Board of Education v. Associated Teachers, 79 LRRM 2881, NY CtApp., March 13, 1972)*

Either party to a dispute may declare an impasse or the state Public Employees Relations Board can intervene on its own authority. Provisions are made for mediation, fact-finding, voluntary arbitration, and legislative action to resolve disputes. The Act includes a detailed no-strike provision with specific penalties for non-compliance.

## VI. OREGON

Oregon has three public employee bargaining statutes. The statute applicable to faculty grants bargaining rights to both state employees and employees of local jurisdiction which elect to be covered. It was enacted in 1963 and amended in 1969.

The Oregon statute is by far the shortest and has the least specific procedures of the statutes under consideration. Scope of negotiations is defined in the following manner:

> (1) "Collective bargaining" means the performance of the mutual obligation of a public employer and the representative of its employes to meet at reasonable times and confer in good faith with respect to employment relations, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party. However, this obligation does not compel either party to agree to a proposal or require the making of a concession.
>
> (2) "Employment relations" includes, but is not limited to, matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment.

The Act establishes a Public Employees Relations Board and a State Conciliation Board. In the event of impasse, the Public Employees Relations Board, upon petition of either party to the dispute or on its own initiative, may invoke conciliation, mediation, fact-finding, or voluntary arbitration in order to resolve the dispute. Strikes are prohibited.

## VII. PENNSYLVANIA

Pennsylvania has three public employee statutes. Almost all public employees of the state are authorized by a 1970 statute to bargain collectively and are given a limited right to strike. Pennsylvania is the only state other than Hawaii which allows public employees to strike.

The statute includes a long list of specific definitions including ones for "professional employees", "confidential employees", and "management level employees".

The scope provision encompasses an entire section and contains a management rights clause:

> **ARTICLE VII**
> **Scope of Bargaining**
>
> **Section 701.** Collective bargaining is the performance of the mutual obligation of the public employer and the representative of the public employes to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiation of an agreement or any question arising thereunder and the execution of a written contract incorporating any agreement reached but such obligation does not compel either party to agree to a proposal or require the making of a concession.
>
> **Section 702.** Public employers shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion or policy as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. Public employers, however, shall be required to meet and discuss on policy matters affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by public employe representatives.
>
> **Section 703.** The parties to the collective bargaining process shall not effect or implement a provision in a collective bargaining agreement if the implementation of that provision would be in violation of, or inconsistent with, or in conflict with any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania or the provisions of municipal home rule charters.
>
> **Section 704.** Public employers shall not be required to bargain with units of first level supervisors or their representatives but shall be required to meet and discuss with first level supervisors or their representatives, on matters deemed to be bargainable for other public employes covered by this act.
>
> **Section 705.** Membership dues deductions and maintenance of membership are proper subjects of bargaining with the proviso that as to the latter, the payment of dues and assessments while members, may be the only requisite employment condition.
>
> **Section 706.** Nothing contained in this act shall impair the employer's right to hire employes or to discharge employes for just cause consistent with existing legislation.

Employees are also given the right to make recommendations to their employer through the following definition:

> (17) "Meet and discuss" means the obligation of a public employer upon request to meet at reasonable times and discuss recommendations submitted by representatives of public employes: Provided, That any decisions or determinations on matters so discussed shall remain with the public employer and be deemed final on any issue or issues raised.

This Act also includes a clause allowing for membership dues deduction and a "maintainence of membership" clause. A Labor Relations Board is established with considerable authority to "make, amend, and rescind such rules and regulations as may be necessary to carry out the provisions of this Act."

Authorized impasse resolution procedures include: mediation, fact-finding with recommendations, and voluntary binding arbitration with the proviso that "decisions of the arbitrator which would require legislative enactment to be effective shall be considered advisory only."

Detailed provisions are made for the final form of agreement, the limited exercise of the right to strike, unfair practices, and judicial review.

## VIII. VERMONT

Vermont also has three public employees' bargaining statutes. The statute covering most state employees was adopted in 1969, and specifically includes state college personnel. Collective bargaining is defined as:

> *the process of negotiating terms, tenure or conditions of employment between the State of Vermont or Vermont State Colleges and representatives of the employees with the intent to arrive at an agreement which, when reached, shall be reduced to writing.*

The scope of the bargaining is further defined by exclusion:

Sec. 904. Subjects for bargaining—(a) All matters relating to the relationship between the employer and employees shall be the subject of collective bargaining except those matters which are prescribed or controlled by statute. Such matters include but are not limited to:

(1) wage and salary schedules to the extent they are inconsistent with rates prevailing in commerce and industry for comparable work within the state;

(2) work schedules relating to assigned hours and days of the week;

(3) use of vacation or sick leave;

(4) general working conditions;

(5) overtime practices;

(6) rules and regulations of the personnel board, except rules and regulations of the personnel board relating to exempt and excluded persons under section 970 of this title and rules and regulations relating to applicants for employment in state service, provided such rules and regulations are not discriminatory by reason of an applicant's race, color, creed, sex or national origin.

(b) This chapter shall not be construed to be in derogation of, or contravene the spirit and intent of the merit system principles and the personnel laws.

Sec. 905. Management rights—(a) The governor, or a person or persons designated by him, for the state of Vermont, and the provost, or a person or persons designated by him for Vermont state colleges, shall act as the employer representatives in collective bargaining negotiations and administration. The representative shall be responsible for insuring consistency in the terms and conditions in various agreements throughout the state service, insuring compatibility with merit system statutes and principles, and shall not agree to any terms or conditions for which there are not adequate funds available.

(b) Subject to rights guaranteed by this chapter and subject to all other applicable laws, rules and regulations, nothing in this chapter shall be construed to interfere with the right of the employer to:

(1) Carry out the statutory mandate and goals of the agency, or of the colleges, and to utilize personnel, methods and means in the most appropriate manner possible.

(2) With the approval of the governor, take whatever action may be necessary to carry out the mission of the agency in an emergency situation.

The Act establishes a state Labor Relations Board with powers to *"make, amend, rescind and promulgate such rules and regulations consistent with this chapter, as may be necessary to carry out the provisions of this chapter."*

In the event of impasse, the Board, upon petition of either or both parties, may authorize the parties to submit their differences to a fact-finding panel. The panel recommendations are not binding unless the parties agree in advance that they shall be.

The Act also contains lengthy sections dealing with definitions, procedures of operation, guidelines for unit determination, unfair labor practices, and enforcement.

## IX. WISCONSIN

Wisconsin has two public employee bargaining statutes; the act covering state employees was enacted in 1966. This statute is similiar to others cited in many respects; however, the scope provision is worth noting for its limitation on negotiable items:

**Sec. 111.91. Subjects of Collective Bargaining.**—(1) Matters subject to collective bargaining are the following conditions of employment for which the appointing officer has discretionary authority:

(a) Grievance procedures;

(b) Application of seniority rights as affecting the matters contained herein;

(c) Work schedules relating to assigned hours and days of the week and shift assignments;

(d) Scheduling of vacations and other time off;

(e) Use of sick leave;

(f) Application and interpretation of established work rules;

(g) Health and safety practices;

(h) Intradepartmental transfers; and

(i) Such other matters consistent with this section and the statutes, rules and regulations of the state and its various agencies.

(2) Nothing herein shall require the employer to bargain in relation to statutory and rule provided prerogatives of promotion, layoff, position classification, compensation and fringe benefits, examinations, discipline, merit salary determination policy and other actions provided for by law and rules governing civil service.

**Sec. 111.90. Management Rights.**—Nothing in this subchapter shall interfere with the right of the employer, in accordance with this subchapter to:

(1) Carry out the statutory mandate and goals assigned to the agency utilizing personnel, methods and means in the most appropriate and efficient manner possible.

(2) Manage the employes of the agency; hire, promote, transfer, assign or retain employes in positions within the agency; and in that regard to establish reasonable work rules.

(3) Suspend, demote, discharge or take other appropriate disciplinary action against the employe for just cause; or to lay off employes in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.

## X. MODEL STATUTES

The Advisory Commission on Intergovernmental Relations drafted a comprehensive model state public employee relations bill in 1970 (revised in 1971). This model statute incorporates the "meet and confer in good faith" approach, and provides for a public employee relations agency to administer its unit determination, elections prohibited practices and dispute settlement sections. The act emphasizes the distinction between private and public employees, and although public employees are guaranteed the right to "meet and confer...with respect to grievances and wages, hours, and other terms and conditions of employment", any possibility of actual bargaining is clearly limited by the following section:

> SECTION 6. *Public Employer Rights.* Nothing in this act is intended to circumscribe or modify the existing right of a public agency to:
>
> (1) direct the work of its employees;
>
> (2) hire, promote, assign, transfer, and retain employees in positions within the public agency;
>
> (3) demote, suspend, or discharge employees for proper cause;
>
> (4) maintain the efficiency of governmental operations;
>
> (5) relieve employees from duties because of lack of work or for other legitimate reasons;
>
> (6) take actions as may be necessary to carry out the mission of the agency in emergencies; and
>
> (7) determine the methods, means, and personnel by which operations are to be carried on.
>
> SECTION 7. *Recognition of Employee Organizations.*

Impasse resolution methods include: mediation, fact-finding, advisory arbitration, and binding arbitration.

While this act does not specifically mention academic employees nor are provisions made for any class of "professional employees", it does contain some provisions and language which the Committee may wish to examine.

The Advisory Commission in its report stated that it "tends to favor the 'meet and confer' type of legislation"; however, it did draft an alternative model bill providing for collective bargaining. This act simply changes the references of "meet and confer" to "bargain collectively" and adds references to reaching a final form of agreement. However, the above quoted restriction is included in this act also.

OBSERVATIONS

Statutory authorization for public employees' collective bargaining is a very recent phenomenon, as evidenced by the enactment dates of these statutes. Collective bargaining authorization for faculty is an even newer development.

Although many state statutes appear on the surface to be applicable to academic employees of institutions of higher education, it is not clear in several states whether indeed they will apply. There is virtually no uniformity in the content and approach of the statutes, and the important distinctions in individual statutory language make summarization and comparison difficult. There is also no uniformity in the treatment of faculty, or more generally, the "professional employee."

It is too early to evaluate the effectiveness or ramifications of the present statutes, and little data is available which relates specifically to faculty collective bargaining. However, the national trend toward the increasing use of collective bargaining by faculty members is clear. Hopefully, this brief summary of the ways in which several states have dealt with this issue can point to some possible alternatives for the Committee's consideration.

## STATE PUBLIC EMPLOYEES BARGAINING STATUTES

NS - State has no public employees' collective bargaining statute.

NA - State has a public employees' statute, but it does not apply to academic employees.

A - State has a public employees' bargaining statute applicable to academic employees.

| | | | |
|---|---|---|---|
| Alabama | NA | Montana | NA |
| Alaska | A | Nebraska | A |
| Arizona | NS | Nevada | A |
| Arkansas | NS | New Hampshire | NA |
| California | A | New Jersey | A |
| Colorado | NS | New Mexico | NS |
| Connecticut | NA | New York | A |
| Delaware | A | North Carolina | NS |
| Florida | NS | North Dakota | A |
| Georgia | NS | Ohio | NS |
| Hawaii | A | Oklahoma | NA |
| Idaho | NA | Oregon | A |
| Illinois | NS | Pennsylvania | A |
| Indiana | NS | Rhode Island | A |
| Iowa | NS | South Carolina | NS |
| Kansas | NA | South Dakota | A |
| Kentucky | NS | Tennessee | NS |
| Louisiana | NS | Texas | NS |
| Maine | A | Utah | NS |
| Maryland | NA | Vermont | A |
| Massachusetts | A | Virginia | NS |
| Michigan | A | Washington | A |
| Minnesota | A | West Virginia | NS |
| Mississippi | NS | Wisconsin | A |
| Missouri | NA | Wyoming | NA |

*MEMORANDUM*

*TO:* *Senator Wilson, Task Force 112 Members*

*FROM:* *Bruce Bjerke*

*SUBJECT:* *Administrators' Survey*

*June 16, 1972*

## *BACKGROUND*

*During the Task Force discussions with representatives of the trustees, presidents, and faculty associations of the state's community colleges, at several points comments were expressed relating to the opinions of sub-administrators (those other than presidents) at the community college level. The Task Force directed a survey in order to determine the ways in which administrators themselves view their role in the negotiations process.*

*A questionnaire (Appendix C) was devised and sent to the five administrative classifications found on most college campuses (dean of instruction; dean of students; director of occupational education; business manager; and library director). The attempt was to conduct a uniform survey, rather than to secure a comprehensive report from all administrators, since the numbers and titles vary greatly within the community college system.*

*In addition to a set of questions directly relating to the role of administrators in negotiations, an optional group of general questions about negotiations was included to provide an indication of the issues the Task Force was considering.*

*The number of returns and the general completeness of the answers to the questions are noteworthy. Almost 90% of those responding answered both the set of questions directly related to administrators, as well as the general questions. In addition, it is significant that responses were received from almost every community college in the state. Since a number of questionnaires were not identifiable as to local origin, it is likely that responses were received from every community college, except for the newly formed Whatcom district. As of this date, more than 58% of the questionnaires have been returned. Because of the pressures attending the close of the school year, we expect some administrators have put their questionnaires aside, and that additional responses will be received in the next few weeks. A final tabulation will then be submitted to the Task Force.*

For the most part, the questionnaire was intended to reflect philosophical and personal reactions to substantive issues. Therefore, the narratives were not easily reduced to quantifiable responses. However, the general conclusions are substantiated.

## GENERAL CONCLUSIONS

From the questions posed to administrators, two significant conclusions have appeared.

First, 89% of the administrators favored some limit in the scope of negotiations; however, there was no clear consensus as to the extent of such limitation. This overwhelming response would tend to substantiate the view that the second level administrators, and possibly the third echelon also, strongly identify with the "administration" rather than the prevailing faculty views. Furthermore, as noted in the analysis by type of position responding, a significant number of those who did not see a need for limiting the scope of negotiations were librarians; eliminating librarian responses from the answer, the percentage would then increase to 96%.

Second, 79% of the administrators feel that they should not be a part of the faculty bargaining unit. It is important to note, however, that the opinions vary concerning what mechanism administrators should be afforded for expressing their views (See Questions A1, B3, and B5.)

## QUESTIONNAIRE ANALYSIS

The following analysis relates only to those substantive questions to which quantifiable responses could be made. It is interesting to note that in comparing responses by position type, it appears that those positions with a work responsibility requiring contact with negotiations processes, i.e., dean of instruction and business managers responded in much larger numbers to the questionnaire (77% and 75% respectively), whereas those positions which are not immediately involved in negotiations (dean of students, library director) only responded with 62% and 35% respectively.

A1. Should there be a limit to the scope of negotiations? If so, should this be a statutory limitation?

As previously noted, the most obvious conclusion that must be drawn from the response to this question is that the vast majority of administrators believe there is a need to limit the scope of negotiations. Appendix B, Pg. 1, indicates that 39% of the total felt that negotiations should be limited to personnel matters; 50% either suggested some alternative limitation or did not specify the extent of the limitations; and 11% saw no need to limit scope. Of the seven replies favoring no change, five were from librarians.

A2. In what manner should part-time faculty be represented in terms of voting rights, inclusion in the bargaining unit, etc.?

65% think part-time faculty should have some representation. However, only 16% were of the opinion that this should be full and equal representation.

A3. Should districts with multi-campuses be allowed to negotiate by campus, or restricted to district-wide bargaining?

61% think that bargaining should be conducted on a district-wide basis; 19% prefer bargaining by individual campus. The remainder either did not respond or suggested an alternative. The responses of administrators from multi-campus districts were found to have a similar position -- that is, about 63% favored district-wide negotiations.

A4. Are the impasse procedures adequate? If not, what changes would you suggest, e.g..

a) should there be a fact-finding responsibility?
b) mediation responsibility?
c) the addition of arbitrative duties, and if so, to what extent?
d) other?

For analysis purposes, this question was divided into two catagories.

Relating to the impasse committee, approximately equal numbers feel that the functions to be performed should be fact-finding or mediation. In analyzing the responses from administrators whose institutions had been through impasse, a marked difference appears in that 60% would favor mediation; approximately 33% fact-finding, and 33% arbitration.

The second general area deals with the adequacy or inadequacy of the impasse proceedings. Only 44% of the persons responding spoke to this issue. Of those, about 59% felt the current procedures are inadequate.

However, two additional factors emerged in examining responses from those institutions which have experienced impasses. First, proportionately more of those administrators responded to the question; secondly, of those who responded, 80% found the impasse procedures inadequate. This may be the truer interpretation of administrators' feelings than the general system-wide response.

A5. What should be the composition of the impasse resolution agent, and under what organizational authority should it be structured?

37% of the administrators support the current representative composition of the impasse agent under the State Board; almost 37% favor some alternative impasse agent. The remainder had either no opinion or made no response to the question.

B3. What do you consider to be the most appropriate means for administrators to express their views on issues usually covered by collective bargaining provisions?

Less than 16% of the administrators wanted to be part of the faculty bargaining unit; over 36% felt administrators should have their own bargaining unit; and 29% favor negotiation on an individual basis.

B4. Do you think there is a need for administrators to be covered by collective bargaining provisions?

41% replied yes; 56% replied no.

B5. Should administrators be included in faculty bargaining units or represented in some other way?

21% replied yes; 33% replied no, they should have their own unit; and 46% responded no, they should be represented in some other way.

B6. Is there a need for additional statutory provisions which relate specifically to administrators in the conduct of their professional negotiations?

The response was evenly split; 46% answering yes; 46% answering no.

Appendix A

# RESPONSES TO ADMINISTRATORS' QUESTIONNAIRE

Total Possible Returns - 119

Number Returned - 70

Percentage of Return (70/119) - 58.8%

## Percentage of Total Responses By Position

| Dean of Instruction | Dean of Students | Occupational Education Director | Business Manager | Library Director |
|---|---|---|---|---|
| 20/70 | 16/70 | 10/70 | 15/70 | 9/70 |
| 28.6% | 22.9% | 14.3% | 21.4% | 12.9% |

## Percentage of Positions Responding

| | | | | |
|---|---|---|---|---|
| 20/26=76.9 | 16/26=61.5% | 10/21=47.6% | 15/20=75% | 9/26=34.6% |

## Responses by College

| College | No. | College | No. | College | No. |
|---|---|---|---|---|---|
| Unidentified | 10 | Grays Harbor | 3 | Shoreline | 2* |
| Bellevue | 0* | Green River | 1 | Skagit Valley | 4 |
| Big Bend | 3 | Highline | 0* | Spokane | 1 |
| Centralia | 3 | Lower Columbia | 4 | Spokane Falls | 3 |
| Clark | 3 | Olympic | 2 | Tacoma | 5 |
| Columbia Basin | 3 | Peninsula | 4 | Walla Walla | 2 |
| Edmonds | 1 | North Seattle | 3* | Wenatchee | 3 |
| Everett | 2 | Seattle Central | 2* | Whatcom | 0 |
| Fort Steilacoom | 2 | South Seattle | 1* | Yakima Valley | 3 |

eattle area Unit Mail Processing made some responses from these nstitutions unidentifiable as to origin.

Appendix B

| | Dean Instr. | Dean Studs. | Occ. Ed. Dir. | Bus. Mgr. | Lib. Dir. | Total |
|---|---|---|---|---|---|---|
| A1. Limit Scope of Negotiations? | | | | | | |
| a. Yes, limit to personnel matters | 7 | 3 | 4 | 9 | 1 | 24 |
| b. Yes, limit (other) | 11 | 11 | 4 | 3 | 2 | 31 |
| c. No limit | 1 | 0 | 0 | 1 | 5 | 7 |
| A2. Part-time Faculty Representation? | | | | | | |
| a. Full representation in bargaining unit | 1 | 2 | 4 | 2 | 1 | 10 |
| b. No representation in bargaining unit | 5 | 5 | 2 | 3 | 1 | 16 |
| c. Partial representation | 10 | 5 | 2 | 7 | 6 | 30 |
| d. Separate bargaining unit | 0 | 1 | 0 | 0 | 0 | 1 |
| e. Other | 2 | 2 | 0 | 1 | 0 | 5 |
| A3. Multi-campus District -- How Negotiate? | | | | | | |
| a. District-wide | 9 | 7 | 6 | 10 | 4 | 38 |
| b. By individual campus | 3 | 4 | 0 | 2 | 3 | 12 |
| c. Other options | 4 | 1 | 2 | 0 | 0 | 7 |
| d. No opinion | 1 | 0 | 1 | 1 | 0 | 3 |
| e. No response | 1 | 0 | 1 | 0 | 0 | 2 |
| [A3. Responses From Multi-campus Districts Only] | | | | | | |
| a. District-wide | 4 | 3 | 1 | 1 | 1 | 10 |
| b. By individual campus | 1 | 1 | 0 | 0 | 2 | 4 |
| c. Other options | 2 | 0 | 0 | 0 | 0 | 2 |
| d. No opinion | 0 | 0 | 0 | 0 | 0 | 0 |
| e. No response | 0 | 0 | 0 | 0 | 0 | 0 |

| | Dean Instr. | Dean Studs. | Occ. Ed. Dir. | Bus. Mgr. | Lib. Dir. | Total |
|---|---|---|---|---|---|---|
| A4. Impasse Procedures? | | | | | | |
| a. Adequate | 3 | 2 | 0 | 4 | 2 | 11 |
| b. Inadequate | 5 | 7 | 1 | 2 | 1 | 16 |
| c. Favor fact finding | 4 | 6 | 6 | 4 | 4 | 24 |
| d. Favor mediation | 2 | 7 | 6 | 6 | 6 | 27 |
| e. Favor arbitration | 2 | 5 | 3 | 5 | 2 | 17 |
| f. Other | 0 | 4 | 1 | 0 | 0 | 5 |
| g. No opinion | 4 | 2 | 1 | 1 | 1 | 9 |
| h. No response | 1 | 1 | 0 | 2 | 0 | 4 |
| [A4. Responses From Districts Which Have Had Impasses] | | | | | | |
| a. Adequate | 0 | 0 | 0 | 1 | 1 | 2 |
| b. Inadequate | 3 | 3 | 1 | 0 | 1 | 8 |
| c. Favor fact finding | 2 | 2 | 0 | 1 | 0 | 5 |
| d. Favor mediation | 2 | 2 | 1 | 2 | 2 | 9 |
| e. Favor arbitration | 1 | 3 | 0 | 1 | 0 | 5 |
| f. Other | 0 | 1 | 0 | 0 | 0 | 1 |
| g. No opinion | 0 | 0 | 0 | 0 | 0 | 0 |
| h. No response | 0 | 0 | 0 | 0 | 0 | 0 |
| A5. Composition of Impasse Agent? | | | | | | |
| a. Represenative composition under SBCCE | 7 | 6 | 3 | 5 | 2 | 23 |
| b. Represenative composition under other agent | 3 | 2 | 2 | 3 | 1 | 11 |
| c. Professional mediators under SBCCE | 1 | 0 | 0 | 0 | 0 | 1 |
| d. Professional mediators under other agent | 2 | 1 | 2 | 0 | 0 | 5 |
| e. Other | 3 | 0 | 1 | 1 | 1 | 6 |
| f. No opinion | 2 | 2 | 0 | 2 | 1 | 7 |
| g. No response | 2 | 3 | 0 | 2 | 2 | 9 |

| | Dean Instr. | Dean Studs. | Occ. Ed. Dir. | Bus. Mgr. | Lib. Dir. | Total |
|---|---|---|---|---|---|---|
| B3. How Should Administrators Express Their Views? | | | | | | |
| a. Thru the faculty bargaining unit | 4 | 2 | 2 | 1 | 2 | 11 |
| b. Administrators' bargaining unit | 3 | 7 | 6 | 5 | 4 | 25 |
| c. Individual basis | 8 | 6 | 1 | 5 | 0 | 20 |
| d. Other | 8 | 1 | 2 | 1 | 1 | 13 |
| B4. Should Administrators be Covered by Bargaining? | | | | | | |
| a. Yes | 3 | 8 | 6 | 5 | 7 | 29 |
| b. No | 15 | 8 | 4 | 10 | 2 | 39 |
| c. Other | 2 | 0 | 0 | 0 | 0 | 2 |
| B5. Include Administrators in Faculty Bargaining Unit? | | | | | | |
| a. Yes, include in faculty bargaining unit | 6 | 2 | 1 | 0 | 6 | 15 |
| b. No -- own unit | 5 | 5 | 5 | 7 | 1 | 23 |
| c. No -- some other way | 9 | 10 | 4 | 8 | 1 | 32 |
| B6. Special Provisions for Administrators? | | | | | | |
| a. Yes | 6 | 12 | 3 | 6 | 4 | 31 |
| b. No | 12 | 3 | 3 | 9 | 4 | 31 |
| c. No opinion | 2 | 1 | 2 | 0 | 1 | 6 |

APPENDIX K

STATE OF WASHINGTON

STATE BOARD FOR COMMUNITY COLLEGE EDUCATION

Olympia, Washington

CHRONOLOGY OF SIGNIFICANT EVENTS RELATED TO PROFESSIONAL NEGOTIATIONS IN WASHINGTON COMMUNITY COLLEGES

1965 - Legislature enacts Professional Negotiations Act for common school districts and community colleges that are operated by those school districts.

1967 - Community colleges are separated from common schools by Community College Act of 1967 which also contains a provision making the Professional Negotiations Act applicable to community college districts.

1969 - Impasse declared by bargaining agent in August at Edmonds-Everett Community Colleges (District #5) over salary matters. Impasse Committee recommended procedures lead to resumption of negotiations and settlement.

- Impasse declared by bargaining agent in July at Yakima Valley College (District #16) over salary matters. Impasse Committee recommended settlement accepted by both parties.

1970 - Testimony given in June to Joint Committee on Higher Education in Wenatchee by State Board member Ruth Shepherd indicating no apparent need to change existing statute at that time.

- Impasse declared by bargaining agent in July at Yakima Valley College (District #16) over salary matters. Impasse Committee re-establishes negotiations but second impasse occurs. Settlement finally reached through mediation of State Director of Community Colleges.

- Impasse declared by bargaining agent in August at Seattle Community College (District #6) over scope of contract. Impasse Committee recommends contract be limited to "recognition" and procedural provisions. Bargaining agent seeks judicial remedy. Superior Court summary judgment enjoins Trustees from adopting policies without reaching agreement with bargaining agent due to existing contract provisions until mutually repealed or amended.

- Public Employee's Collective Bargaining Committee hears State Board staff testimony against making the Public Employee's Collective Bargaining Act (Chapter 41.56 RCW) applicable to community colleges.

- Impasse declared by bargaining agent in November at Centralia College (District #12) over faculty participation in college governance. Impasse Committee re-establishes negotiations and recommends broadly representative college senate as employee and student involvement technique.

1971 - On January 8 Community College Council of Presidents and Trustee's Association jointly call for amendments to Professional Negotiations Act to limit scope of negotiations and delegate duties of board of trustees to professional negotiations.

- On January 12 SB 43 was introduced in legislature through efforts of Washington Education Association providing for mediation service by State Superintendent of Public Instruction and further providing for an "agency shop."

- On January 21 Washington State School Director's Association secures introduction of bill to limit scope of negotiations under the existing statute.

- On January 23 community colleges and common schools agree to seek separation of statutory provisions for each to conduct negotiations.

- On May 21 separate negotiations act for community colleges, HB 739, signed by Governor Evans. Basic provisions of new act remain unchanged.

1972 - Impasse declared by Board of Trustees in February at Seattle Community College (District #6) over salary matters. Impasse Committee recommends "cooling off period" which was observed by both parties prior to reopening negotiations.

- Impasse declared by Board of Trustees in May at Centralia College - OVTI (District #12) over scope of contract. Impasse Committee re-establishes negotiations with recommendation that scope of contract is in itself a negotiable item.

- Impasse declared by bargaining agent in June at Edmonds-Everett Community Colleges (District #5) over scope of contract. Impasse committee recommendations for resuming negotiations accepted by parties.

GJC:tm
SBCCE June 13, 1972

(CONTINUED ON NEXT PAGE)

- Impasse over scope of negotiated agreement declared by bargaining agent in August at Tacoma Community College; however, through intervention of State Director of Community Colleges, the impasse was averted and negotiations continued, only to break down again. Second impasse declared and both parties accept recommendations of advisory committee to resume negotiations. After extensive negotiations, unresolved issues settled through activities of State Director and mediation team. Litigation initiated by bargaining agent (combined with similar suit by Centralia College bargaining agent) to determine if Board of Trustees can adopt policies without securing agreement of bargaining agent pending in Supreme and Superior Courts.

- Impasse declared by bargaining agent at Green River Community College over scope of negotiated agreement. Request for impasse advisory committee rescinded when Board of Trustees adopted policies required to start academic year. Bargaining agent seeks restraining order to void Trustees' action. Court denies restraining order but continues suit.

- Threatened impasse by bargaining agent at Centralia College delayed by mutual agreement to allow State Director to conduct fact finding as basis for clarifying issues and determining basis for further action.

GJC:mv
SBCCE
12-31-72